

*Village of Wellington*

# **REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL**

**Darell Bowen, Mayor  
Dr. Carmine A. Priore, Vice Mayor  
Lizbeth Benacquisto, Councilwoman  
Matt Willhite, Councilman**

**Wellington Community Center  
12165 West Forest Hill Boulevard  
Wellington, Florida**

**TUESDAY, JANUARY 27, 2009  
7:00 PM  
FINAL AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**  
Rev. Terry Townsend, First Baptist Church of Wellington
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**

**A. CERTIFICATES OF CORRECTION**

Council Review and Approval of Certificates of Correction for Non-Ad Valorem Assessment Roll for 2008/2009.

**B. RESOLUTION R2009-09 (INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF WELLINGTON - FUEL CONTROL EQUIPMENT LEASE)**

Village Council approval of Resolution R2009-09 - Acceptance of the Interlocal Agreement Between Palm Beach County and the Village of Wellington - Fuel Control Agreement.

**C. FY 2007/2008 CARRY FORWARDS**

The carry forward of funds budgeted in the 2007/2008 fiscal year to the 2008/2009 fiscal year for certain planned purchases and transactions not made prior to fiscal year-end September 30, 2008.

**D. APPROVE THE ANNUAL CONTRACT FOR THE COOPERATIVE PURCHASE OF BULK QUICKLIME**

Village Council approval of the annual contract for the cooperative purchase of bulk pebble quicklime from Chemical Lime Company of Alabama, Inc. Bid #005-2821-09/JA was awarded to Chemical Lime by City of Boynton Beach, acting as the lead agency on behalf of co-op participants. For FY 2008-09, \$250,000 has been budgeted in Water Treatment Facility for Operating Supplies/Lime. Due to the increased cost of lime, staff anticipates that the full amount budgeted will be expended.

**E. APPROVE DISPOSAL OF SURPLUS VILLAGE PROPERTY**

Approve the sale of the surplus property listed. The total purchase cost of the seventy four (74) items of tangible personal property listed is \$527,731.08. The accumulated depreciation of all items of tangible personal property total \$463,985.84, which leaves a net value for those items of \$63,745.24. A portion of the value of these items will be recouped as a result of their sale.

**F. RESOLUTION R2009-07 (APPROVAL OF PALM BEACH COUNTY PARATRANSIT INTERLOCAL AGREEMENT (\$40,000))**

This item is to renew the Interlocal Agreement with Palm Beach County for ADA Paratransit services.

**G. RESOLUTION R2009-06 (APPROVAL OF THE ART IN PUBLIC PLACES PROGRAM)**

**A RESOLUTION OF THE VILLAGE OF WELLINGTON COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ART DISPLAY AGREEMENTS AND DONATION AGREEMENTS IN ORDER TO FACILITATE THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

Staff requests approval of the 2009 art pieces selected by the Public Art Advisory Panel on December 10th and December 17th, 2008.

**H. CITIZENS VOLUNTEER ORGANIZATION GUIDELINES**

Staff requests approval of guidelines that will govern the Citizens Volunteer Organization.

**6. PRESENTATIONS AND PROCLAMATIONS**

**A. PRESENTATION BY REPRESENTATIVE JOSEPH ABRUZZO**

Presentation by Representative Joseph Abruzzo.

**7. PUBLIC HEARINGS – NONE**

**8. REGULAR AGENDA**

**A. FOREST HILL BOULEVARDING IMPROVEMENTS**

Staff requests approval of the overall concept for Forest Hill Boulevard improvements and approval for staff to proceed with implementation on Section One (State Road 80 to Wellington Trace North) as presented.

**B. ORDINANCE 2009-02 REGARDING TRAFFIC SAFETY AND RED LIGHT ENFORCEMENT**

Village Council approval of Ordinance 2009-02 regarding Traffic Safety and establishing a Red Light and Enforcement Program within the Village of Wellington.

**C. ORDINANCE 2009-03 CHANGES TO CHAPTER 18 OF THE VILLAGE OF WELLINGTON CODE OF ORDINANCES**

Staff proposes to replace Chapter 18 of the Village of Wellington Code of Ordinances in it's entirely. Approval of the Amendments to the Florida Building Code (FBC) 2007 Chapter 1 Administration" to maintain statutory compliance – Under state law the Village is required to re-adopt and re-submit local administrative amendments to Florida Building Code (FBC) Chapter 1 during the current adoption cycle.

**D. ORDINANCE 2009-04 RENTAL DWELLING UNIT LICENSES**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO LICENSING AND REGULATION OF RESIDENTIAL RENTAL UNITS; AMENDING THE CODE ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA, TO PROVIDE THAT DETACHED SINGLE**

**FAMILY RESIDENTIAL UNITS OFFERED FOR LEASE OR RENT MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 71 "RENTAL DWELLING UNIT LICENSES" AND SECURE A LICENSE PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Approve revision of the Rental Dwelling Unit Licenses Ordinance to include detached single family residential units.

**E. APPOINTMENT TO FILL THE VACANCY ON VILLAGE COUNCIL CREATED BY COUNCILMEMBER MARGOLIS' RESIGNATION**

Council discussion and direction on the appointment to the vacant council seat.

**F. PALM BEACH COMMUNITY COLLEGE STATUS UPDATE**

Update for Council discussion of the status of the Palm Beach Community College (PBCC) project and direction from Council to obtain current real property appraisal for the K-Park property.

**9. ATTORNEY'S REPORT**

**10. MANAGER'S REPORT & UPDATES**

**11. COUNCIL REPORTS**

**12. CLOSING COMMENTS**

**13. PUBLIC FORUM**

**14. ADJOURNMENT**

**NOTICE**

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.



5. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Certificates of Correction

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

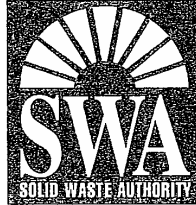
**SECOND READING** ☐

**REQUEST:** Council Review and Approval of Certificates of Correction for Non-Ad Valorem Assessment Roll for 2008/2009.

**EXPLANATION:** Notice was received from the Solid Waste Authority regarding corrections to parcels: 73-41-44-08-01-050-0030; 73-41-44-09-03-000-0380; 73-41-44-29-01-000-0010; 73-41-44-33-00-000-1350; and 73-42-44-17-06-001-8520. The explanations for the Certificates of Correction are contained in the back-up information.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends a motion by Council to approve the Certificates of Correction for the parcels presented.



YOUR PARTNER FOR  
SOLID WASTE SOLUTIONS

October 13, 2008

Awilda Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington FL 33414

Re: 73-41-44-08-01-050-0030  
73-41-44-09-03-000-0380  
73-41-44-29-01-000-0010  
73-41-44-33-00-000-1350  
73-42-44-17-06-001-8520

Dear Ms. Rodriguez:

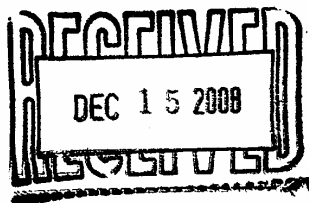
I am enclosing several changes based on our field inspections by Solid Waste Authority. They need to be approved by the Village Board of Directors. They can be sent to the Tax Collector after approval so that the appropriate changes can be made to the file.

If you have any other questions, please contact our office at 697-2700, ext. 4731.

Thank you,

*Marie T. Helmreich*

Marie T. Helmreich  
Accountant II



CERTIFICATE OF CORRECTION

OF

NON-AD VALOREM ASSESSMENT ROLL

Section 197.3632 F.S., and Rule 12D-18.006(2)F.A.C.

Palm Beach County, Florida

O TAX COLLECTOR

You are hereby authorized to correct the assessment, rate/basis, or legal description of the 2008/2009 Non-Ad Valorem Assessment Roll as follows:

ARCEL OR FOLIO NUMBER 73-41-44-08-01-050-0030

NAME TO WHOM ASSESSED WIESNER PETER A & JUDY  
ADDRESS 1593 TROTTER CT  
WEST PALM BEACH FL 33414 1063

Change Legal Description To: N/A

Change rate/basis from: N/A

to: N/A

Change non\_ad valorem assessment from: \$ 324.00 to \$ 162.00

State Reason for Correction:

AFTER A RECENT FIELD INSPECTION WE FOUND THIS PROPERTY TO HAVE A SINGLE FAMILY HOME AND A STRUCTURE WITH NO KITCHEN AND THEREFORE NOT ASSESSABLE. WE HAVE CORRECTED OUR RECORDS BUT THE 2008 TAX BILL YOU RECEIVED IN NOVEMBER IS INCORRECT, PLEASE WAIT FOR A CORRECTED BILL.

(attach additional documents when necessary)

CITY 73  
OF PALM BEACH COUNTY

**COPY**

Local Govt Rep /Date

Batch # 11109  
FCR # 2009-0000007268

CERTIFICATE OF CORRECTION

OF

NON-AD VALOREM ASSESSMENT ROLL

Section 197.3632 F.S., and Rule 12D-18.006(2)F.A.C.

Palm Beach County, Florida

O TAX COLLECTOR

You are hereby authorized to correct the assessment, rate/basis, or legal description of the 2008/2009 Non-Ad Valorem Assessment Roll as follows:

ARCEN OR FOLIO NUMBER 73-41-44-09-03-000-0380

NAME TO WHOM ASSESSED BRADFORD RALPH L &  
ADDRESS 13390 WREYHAM CT  
WELLINGTON FL 33414 7769

Change Legal Description To: N/A

Change rate/basis from: N/A

to: N/A

Change non\_ad valorem assessment from: \$ 324.00 to \$ 162.00

State Reason for Correction:

AFTER A RECENT INSPECTION WE FOUND THIS PROPERTY TO HAVE A SINGLE FAMILY HOME AND A STRUCTURE WITHOUT A KITCHEN, THEREFORE NOT ASSESSABLE. WE ARE CORRECTING OUR RECORDS BUT THE TAX BILL YOU RECEIVE IN NOVEMBER IS INCORRECT, PLEASE WAIT FOR A CORRECTED BILL.

(attach additional documents when necessary)

CITY 73  
OF PALM BEACH COUNTY

**COPY**

Local Govt Rep /Date

Batch # 11094  
FCR # 2009-0000006514

CERTIFICATE OF CORRECTION

OF

NON-AD VALOREM ASSESSMENT ROLL

Section 197.3632 F.S., and Rule 12D-18.006(2)F.A.C.

Palm Beach County, Florida

0 TAX COLLECTOR

You are hereby authorized to correct the assessment, rate/basis, or legal description of the 2008/2009 Non-Ad Valorem Assessment Roll as follows:

PARCEL OR FOLIO NUMBER 73-41-44-29-01-000-0010

NAME TO WHOM ASSESSED SDS PROPERTIES LLC  
ADDRESS: 4980 STABLES WAY  
WELLINGTON FL 33414 7524

Change Legal Description To: N/A

Change rate/basis from: N/A

0: N/A

Change non\_ad valorem assessment from: \$ 486.00 to \$ 162.00

State Reason for Correction:

WE WERE STILL IN THE PROCESS OF RESEARCHING YOUR PROPERTY WHEN THE TAX BILLS WENT OUT. A RECENT INSPECTION FOUND THIS PROPERTY TO HAVE A SINGLE FAMILY HOME @ 2568 SQ FT. THE BARN WITH THE DUPLEX HAS BEEN DEMOLISHED. WE CORRECTED OUR RECORDS BUT THE 2008 TAX BILL YOU RECEIVED IN NOVEMBER IS INCORRECT, PLEASE WAIT FOR A CORRECTED BILL WHICH YOU SHOULD RECEIVE SHORTLY.

(attach additional documents when necessary)

CITY 73  
OF PALM BEACH COUNTY

**COPY**

Local Govt Rep /Date

Batch # 11059  
FCR # 2009-0000004776

CERTIFICATE OF CORRECTION

OF

NON-AD VALOREM ASSESSMENT ROLL

Section 197.3632 F.S., and Rule 12D-18.006(2)F.A.C.

Palm Beach County, Florida

O TAX COLLECTOR

You are hereby authorized to correct the assessment, rate/basis, or legal description of the 2008/2009 Non-Ad Valorem Assessment Roll as follows:

ARCEL OR FOLIO NUMBER 73-41-44-33-00-000-1350

NAME TO WHOM ASSESSED SPY COAST SOUTH 2 LLC  
ADDRESS 125 WORTH AVE STE 203  
PALM BEACH FL 33480 4471

Change Legal Description To: N/A

Change rate/basis from: N/A

or: N/A

Change non\_ad valorem assessment from: \$ 324.00 to \$ 162.00

State Reason for Correction:

WE WERE STILL IN THE PROCESS OF RESEARCHING YOUR PROPERTY WHEN THE TAX BILLS WENT OUT. A RECENT INSPECTION FOUND THIS PROPERTY IS BEING USED FOR AGRICULTURAL PURPOSES AND HAS A BARN THAT IS NOT ASSESSABLE DUE TO THE AG EXEMPTION AND A SINGLE FAMILY HOME. WE ARE CORRECTING OUR RECORDS BUT THE 2008 TAX BILL YOU RECEIVED IN NOVEMBER IS INCORRECT. PLEASE WAIT FOR A CORRECTED BILL WHICH YOU SHOULD RECEIVE SHORTLY.

(attach additional documents when necessary)

CITY 73  
OF PALM BEACH COUNTY

**COPY**

Local Govt Rep /Date

Batch # 11059  
FCR # 2009-0000004785

CERTIFICATE OF CORRECTION

OF

NON-AD VALOREM ASSESSMENT ROLL

Section 197.3632 F.S., and Rule 12D-18.006(2)F.A.C.

Palm Beach County, Florida

O TAX COLLECTOR

You are hereby authorized to correct the assessment, rate/basis, or legal description of the 2008/2009 Non-Ad Valorem Assessment Roll as follows:

ARCEN OR FOLIO NUMBER 73-42-44-17-06-001-8520

NAME TO WHOM ASSESSED ROSE FRANK W III &  
ADDRESS 9089 DUPONT PL  
WELLINGTON FL 33414 6473

Change Legal Description To: N/A

Change rate/basis from: N/A

or: N/A

Change non\_ad valorem assessment from: \$ .00 to \$ 162.00

State Reason for Correction:

WE WERE STILL IN THE PROCESS OF RESEARCHING YOUR PROPERTY WHEN THE TAX BILLS WENT OUT. A RECENT INSPECTION FOUND THIS PROPERTY TO HAVE A SINGLE FAMILY HOME WHICH RECEIVED THE CERTIFICATE OF OCCUPANCY IN 2005, THEREFORE YOU SHOULD HAVE A SOLID WASTE FEE. THE 2008 TAX BILL YOU RECEIVED IN NOVEMBER IS INCORRECT. PLEASE WAIT FOR A CORRECTED BILL WHICH YOU SHOULD RECEIVE SHORTLY. YOUR SOLID WASTE FEE FOR THE 2008 TAX YEAR IS \$156.00.

(attach additional documents when necessary)

CITY 73  
OF PALM BEACH COUNTY

**COPY**

Local Govt Rep /Date

Batch # 11058  
FCR # 2009-0000004741

**Certificate of Correction**  
**of**  
**Non-Ad Valorem Assessment Roll**  
**Section 197.3632 F.S. and Rule 12D-18.006(2) F.A.C.**  
Palm Beach County, Florida

VW-409A  
R. 12/99

**To: Tax Collector**

You are hereby authorized to correct the assessment, rate/basis, or legal description of the \_\_\_\_\_  
Proposed Non-Ad Valorem Assessment Roll as follows:

**Parcel or Folio Number** 73-41-44-08-01-050-0030

**Name To Whom Assessed** Wiesner Peter A & Judy

**Address** 1593 Trotter Court

West Palm Beach, FL 33414 1063

Change Legal Description to: N/A

Change rate/basis from: N/A

to: \_\_\_\_\_

Change non-ad valorem assessment from: \$324.00 to: \$162.00

**State Reason for Correction:**

After a recent field inspection by the Solid Waste Authority, they found this property to have a single family home and a structure with no kitchen, and therefore not assessable. They have corrected their records, but the 2008 Tax Bill that was received in November was incorrect. A correct bill is being sent.

(attach additional documents when necessary)

\_\_\_\_\_  
Local Government Representative/Date

\_\_\_\_\_  
Acme Improvement District

\_\_\_\_\_  
Name of Governmental Unit or Taxing Authority

**CC: Tax Collector**  
**Property Appraiser**  
**Department of Revenue**

**Department of Revenue**  
**Property Tax Administration**  
**P.O. Box 3000**  
**Tallahassee, Florida 32315-3000**



**Certificate of Correction  
of  
Non-Ad Valorem Assessment Roll  
Section 197.3632 F.S. and Rule 12D-18.006(2) F.A.C.  
Palm Beach County, Florida**

VW-409A  
R. 12/99

**To: Tax Collector**

You are hereby authorized to correct the assessment, rate/basis, or legal description of the \_\_\_\_\_  
Proposed Non-Ad Valorem Assessment Roll as follows:

**Parcel or Folio Number** 73-41-44-09-03-000-0380

**Name To Whom Assessed** Bradford Ralph L &

**Address** 13390 Wrevham Ctourt

Wellington, FL 33414 7769

Change Legal Description to: N/A

Change rate/basis from: N/A

to:

Change non-ad valorem assessment from: \$324.00 to: \$162.00

**State Reason for Correction:**

After a recent inspection by the Solid Waste Authority, they found this property to have a single family home and a  
structure without a kitchen, therefore not assessable. They were correcting their records, but the tax bill that was  
received in November is incorrect. A correct bill is being sent.

(attach additional documents when necessary)

Local Government Representative/Date

Acme Improvement District

Name of Governmental Unit or Taxing Authority

**CC: Tax Collector  
Property Appraiser  
Department of Revenue**

**Department of Revenue  
Property Tax Administration  
P.O. Box 3000  
Tallahassee, Florida 32315-3000**

**Certificate of Correction**  
**of**  
**Non-Ad Valorem Assessment Roll**  
**Section 197.3632 F.S. and Rule 12D-18.006(2) F.A.C.**  
Palm Beach County, Florida

VW-409A  
R. 12/99

**To: Tax Collector**

You are hereby authorized to correct the assessment, rate/basis, or legal description of the \_\_\_\_\_  
Proposed Non-Ad Valorem Assessment Roll as follows:

**Parcel or Folio Number** 73-41-44-29-01-000-0010

**Name To Whom Assessed** SDS Properties, LLC

**Address** 4980 Stables Way

Wellington, FL 33414 7524

Change Legal Description to: N/A

Change rate/basis from: N/A

to: \_\_\_\_\_

Change non-ad valorem assessment from: \$486.00 to: \$162.00

**State Reason for Correction:**

The Solid Waste Authority was still in the process of researching this property when the tax bills went out. A recent inspection found this property to have a single family home @ 2568 square feet. The barn with the duplex had been demolished. They were correcting their records, but the tax bill that was received in November is incorrect. A corrected tax bill was being sent out.

(attach additional documents when necessary)

\_\_\_\_\_  
Local Government Representative/Date

\_\_\_\_\_  
Acme Improvement District

\_\_\_\_\_  
Name of Governmental Unit or Taxing Authority

**CC: Tax Collector**  
**Property Appraiser**  
**Department of Revenue**

**Department of Revenue**  
**Property Tax Administration**  
**P.O. Box 3000**  
**Tallahassee, Florida 32315-3000**

**Certificate of Correction**  
**of**  
**Non-Ad Valorem Assessment Roll**  
**Section 197.3632 F.S. and Rule 12D-18.006(2) F.A.C.**  
Palm Beach County, Florida

VW-409A  
R. 12/99

**To: Tax Collector**

You are hereby authorized to correct the assessment, rate/basis, or legal description of the \_\_\_\_\_  
Proposed Non-Ad Valorem Assessment Roll as follows:

**Parcel or Folio Number** 73-41-44-33-00-000-1350

**Name To Whom Assessed** Spy Coast South 2 LLC

**Address** 125 Worth Avenue Suite 203

Palm Beach, FL 33480 4471

Change Legal Description to: N/A

Change rate/basis from: N/A

to: \_\_\_\_\_

Change non-ad valorem assessment from: \$324.00 to: \$162.00

**State Reason for Correction:**

The Solid Waste Authority was still in the process of researching this property when the tax bills went out. A recent inspection found this property is being used for agricultural purposes and has a barn that is not assessable due to the AG Exemption and a single family home. The records were being corrected, but the 2008 tax bill that was sent in November is incorrect. A corrected tax bill is being sent out.

(attach additional documents when necessary)

\_\_\_\_\_  
Local Government Representative/Date

\_\_\_\_\_  
Acme Improvement District

\_\_\_\_\_  
Name of Governmental Unit or Taxing Authority

**CC: Tax Collector**  
**Property Appraiser**  
**Department of Revenue**

**Department of Revenue**  
**Property Tax Administration**  
**P.O. Box 3000**  
**Tallahassee, Florida 32315-3000**

**Certificate of Correction  
of  
Non-Ad Valorem Assessment Roll  
Section 197.3632 F.S., and Rule 12D-18.006(2) F.A.C.  
Palm Beach County, Florida**

VW-409A  
R. 12/99

**To: Tax Collector**

You are hereby authorized to correct the assessment, rate/basis, or legal description of the  
Proposed Non-Ad Valorem Assessment Roll as follows:

**Parcel or Folio Number** 73-42-44-17-06-001-8520

**Name To Whom Assessed** Rose Frank W III &

**Address** 9089 Dupont Place

Wellington, FL 33414 6473

Change Legal Description to: N/A

Change rate/basis from: N/A

to:

Change non-ad valorem assessment from: \$ .00 to: \$162.00

**State Reason for Correction:**

The Solid Waste Authority was still in the process of researching this property when the tax bills went out. A recent inspection found this property to have a single family home which received the Certificate of Occupancy in 2005.

Therefore, a solid waste fee should have been assessed. The 2008 tax bill that was received in November is incorrect.

A corrected tax bill for the 2008 tax year is \$156.00.

(attach additional documents when necessary)

Local Government Representative/Date

Acme Improvement District

Name of Governmental Unit or Taxing Authority

**CC: Tax Collector  
Property Appraiser  
Department of Revenue**

**Department of Revenue  
Property Tax Administration  
P.O. Box 3000  
Tallahassee, Florida 32315-3000**

5. B

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** RESOLUTION R2009-09 (INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF WELLINGTON - FUEL CONTROL EQUIPMENT LEASE)

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Village Council approval of Resolution R2009-09 - Acceptance of the Interlocal Agreement between Palm Beach County and the Village of Wellington - Fuel Control Agreement.

**EXPLANATION:** On April 8, 2003, the Village of Wellington entered into an Interlocal Agreement with Palm Beach County to lease a fuel dispensing system to the Village that allows the Village to interface with the County's Fleet Management computer.

This Interlocal Agreement subsequently had three Amendments, each extending the original contract by one year, period beginning and ending in May of each year. The Third Amendment will expire on May 20, 2009 with no remaining renewal options.

Under this Agreement, as in the original, the County will continue to provide all normal maintenance service and parts at a cost of \$304.00 per month.

The renewal terms of this Agreement have been modified to an original term of five (5) years with two (2), five (5) year renewals. All other terms of this Agreement will remain unmodified and in full force and effect.

**FISCAL IMPACT:** Monthly fee of \$304.00 has been budgeted within the Fleet Maintenance operating budget for fiscal year 2008-09.

**RECOMMENDATION:** Staff recommends Village Council approval of Resolution R2009-09 to authorize and execute the Interlocal Agreement between Palm Beach County and Village of Wellington.

**RESOLUTION NO. R2009-09**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FUEL CONTROL EQUIPMENT AGREEMENT WITH PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Wellington currently has an Interlocal Agreement with Palm Beach County to lease a fuel dispensing system to the Village that allows the Village to interface with the County's Fleet Management Computer; and

**WHEREAS**, this Interlocal Agreement subsequently had three Amendments, each extending the original contract by a one year period beginning and ending in May of each year with the third amendment scheduled to expire on May 20, 2009; and

**WHEREAS**, the County and the Village desire to continue the leasing agreement; and

**WHEREAS**, under this Agreement, as in the original, the County will continue to provide all normal maintenance service and parts at a cost of \$304.00 per month; and

**WHEREAS**, the renewal terms of this Agreement have been modified to an original term of five (5) years with two (2), five (5) year renewals. All other terms of the Agreement will remain unmodified and in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:**

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct.

**SECTION 2.** The Fuel Control Equipment Agreement with Palm Beach County attached hereto as Exhibit "A" is approved and the Mayor and Village Clerk are authorized to execute said agreement.

**SECTION 3.** The Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

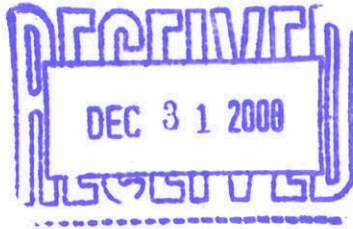
**VILLAGE OF WELLINGTON, FLORIDA**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

BY: \_\_\_\_\_  
Darell Bowen, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Esq., Village Attorney



**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
Facsimile - (561) 233-0206  
www.pbcgov.com/fdo

**Palm Beach County  
Board of County  
Commissioners**

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Mary McCarty

Jess R. Santamaria

Addie L. Greene

**County Administrator**

Robert Weisman, P.E.

*"An Equal Opportunity  
Affirmative Action Employer"*

December 30, 2008

Mitch Fluery, Public Works Director  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, FL 33414

**Re: Fuel Control Equipment Lease**

Dear Mr. Fluery,

Attached find three original agreements for execution by the Village. Please make sure that all three originals are executed and witnessed by the Village and returned to the address on this stationary. Do not date the agreements as that will be done when executed by the BCC.

These are replacement agreement for existing Agreement #R2003-0694, which will expire on May 20, 2009 and to which there were no remaining renewal options. All provisions remain the same but for the term which has been modified to an original term of five years with two, five year renewals.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink that appears to read "Audrey Wolf".

Audrey Wolf, Director  
Facilities Development & Operations

enclosures

cc: Harriet Armstrong, Financial Analyst  
Paul Schofield, Village Manager



INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY  
AND  
VILLAGE OF WELLINGTON

THIS INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF PALM BEACH, by its Board of County Commissioners, ("COUNTY") and the VILLAGE of Wellington, a unit of government duly incorporated on December 31, 1995, ("VILLAGE")

WITNESSETH

WHEREAS, Section 163, Florida Statutes, (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Chapter 125, Florida Statutes, as amended, empowers the COUNTY to enter into agreements with other governmental units for the joint performance or performance by one unit in behalf of the other of their authorized functions, and empowers the COUNTY to establish and administer programs and projects with other governmental entities; and

WHEREAS, the COUNTY has available a Fuel Pump Control/Reader which VILLAGE desires to use and lease from the COUNTY.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

1). EQUIPMENT AND SERVICES TO BE FURNISHED BY COUNTY:

- a) The COUNTY leases to VILLAGE one (1) E.J. Ward Fuel Control Reader, including key pad, card reader and software, to interface with the COUNTY's Fleet Management Computer.
- b). The COUNTY will provide all normal maintenance service and parts required during the term of this agreement. Repairs required as a result of accident, vandalism, acts of God, etc., will be made only at VILLAGE's request and expense, if necessary parts are available to the COUNTY.
- c). The COUNTY will provide and encode data cards for VILLAGE's personnel and equipment when required and authorized by VILLAGE.

d). The COUNTY will provide VILLAGE with detailed monthly consumption reports in the same format it uses for COUNTY purposes. Sample reports have been provided to VILLAGE and are acceptable to them. The reports will also indicate usage by the Palm Beach County Sheriff's Department. A copy of the Sheriff's Department usage report will also be provided by the COUNTY to the Sheriff's Office.

2). PAYMENTS AND SERVICES BY VILLAGE

a). VILLAGE shall pay to the COUNTY for lease of the equipment and the other services to be provided hereunder the sum of \$14,592, due and payable monthly in advance in the amount of \$304 on the 1<sup>st</sup> day of each month. Payments shall be made to the County Finance Department, 301 North Olive Avenue, West Palm Beach, Florida 33401.

b). VILLAGE shall be responsible for providing a suitable, covered location approved by the COUNTY for the equipment and for its installation therein. VILLAGE shall provide, at its expense, a dedicated telephone line connecting the equipment to the Fleet Management Computer and all electricity needed to operate the equipment. Relocation of the equipment shall be made only upon written approval of the COUNTY.

c). VILLAGE shall allow use of the equipment and the fuel pumps by the Palm Beach County Sheriff's Office. Arrangements for payment for fuel used shall be solely between the Sheriff's Office and VILLAGE.

In addition, upon request, VILLAGE will authorize use by other COUNTY departments in emergency situations; subject to appropriate arrangement being established for payment for consumed fuel.

3). TERM OF AGREEMENT

The initial term of this Agreement is for up to five (5) years and shall commence on May 20, 2009. Subject to a mutual agreement as to the charges during the renewal period, the Agreement may be renewed for two (5) year terms thereafter. At least six months prior to the expiration of this Agreement's term, the VILLAGE shall provide the COUNTY with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the COUNTY may not unreasonably withhold its approval of the Renewal Amendment.

4). IDENTIFICATION AND OWNERSHIP

The equipment will be clearly tagged or marked as the property of Palm Beach County (Palm Beach County, Property No. 90101) VILLAGE shall not remove or cover said identification. The equipment shall at all times remain the sole property of Palm Beach County. VILLAGE shall not loan, sell, assign, or mortgage the equipment or permit it to be subject to any legal process.

5). RISK OF LOSS, DAMAGE AND LIABILITY

a). VILLAGE agrees to return the equipment in the same condition, less reasonable wear and tear, as when delivered hereunder. The current replacement value of the equipment is \$11,000. In the event of loss or damages to the equipment from any cause whatsoever (other than willful action of the COUNTY or COUNTY employees), including without limitation; fire, flood, theft, vandalism, acts of God and damage through willful or negligent acts of others, VILLAGE shall promptly repair or replace the equipment. At its option, VILLAGE may within 30 days of the damage, pay the COUNTY the depreciated value of the equipment and this Agreement shall be terminated.

b). Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the VILLAGE shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the VILLAGE's negligence in connection with this Agreement, and COUNTY shall indemnify, defend and hold harmless the VILLAGE against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

c). The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The COUNTY and VILLAGE waive all remedies, including, but not limited to, consequential and incidental damages.

6). TERMINATION

This Agreement may be terminated, without cause, by either party upon six months prior written notice to the other.

It may also be terminated by either party in the event of a default by the other party in any of the terms, conditions or obligations set forth herein, which default is not corrected within 30 days following written notice of the condition of default. In the event of termination as provided herein, the COUNTY may, without further notice or other action, enter upon VILLAGE property for the purpose of removing the equipment.

7). TAXES

In addition to the payments under paragraph 2), hereof, VILLAGE shall pay upon demand any and all taxes, charges for licenses, permits or other charges imposed by any governmental authority on this lease, the lease payments or the equipment and services provided by the COUNTY hereunder.

8). ASSIGNMENT

This Agreement and the duties and obligations hereunder may not be transferred or assigned by either party.

9). PERFORMANCE AND DELAYS

The COUNTY will make all reasonable efforts to promptly respond to requests for maintenance and repair service, normally within two (2) hours. However, the COUNTY is providing the equipment and services hereunder as a convenience to VILLAGE, the COUNTY shall not be in default and assumes no liability to VILLAGE for failure of the equipment to perform, delays in maintenance due to shortage of parts, or for any other cause beyond the control of the COUNTY; including, but not limited to acts of God, natural or public health emergencies, labor disputes, freight embargos, abnormally severe or unusual weather conditions.

When the equipment is out of service, VILLAGE will maintain manual records, copies of which will be provided to the COUNTY for data entry into the computerized records and consumption reports.

10). WARRANTY

The COUNTY warrants that it has good title to the equipment. ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

11). NOTICE:

All notice required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Facilities Development & Operations Department  
Attn: Director  
2633 Vista Parkway  
West Palm Beach FL 33411

PBC Fleet Management  
Attn: Director  
2601 Vista Parkway  
West Palm Beach, FL.33411

and if sent to VILLAGE shall be mailed to:

Mitch Fluery, Director  
Public Works Department  
14000 Greenbriar Blvd.  
Wellington, FL 33414

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and VILLAGE has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Ass;t County Attorney

By: \_\_\_\_\_  
Director, Facilities Dev & Operations

ATTEST: VILLAGE CLERK

VILLAGE OF WELLINGTON

By : \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_

\_\_\_\_\_  
(Name: type or print)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Village Attorney

5. C

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** FY 2007/2008 Carry Forwards**ACTION REQUESTED:** Discussion ☐ Approval ☒**BUDGET AMENDMENT  
REQUIRED:** Yes ☒ No ☐ See Below ☐**PUBLIC HEARING:** Yes ☐ No ☒**FIRST READING** ☐**SECOND READING** ☐

**REQUEST:** The carry forward of funds budgeted in the 2007/2008 fiscal year to the 2008/2009 fiscal year for certain planned purchases and transactions not made prior to fiscal year-end September 30, 2008.

**EXPLANATION:** The carry forward of budgeted expenses from one fiscal year to the next is essentially an accounting entry adjusting the budget of the current and prior fiscal years. The budget remaining due to planned transactions not made or from timing differences in the receipt and disbursement of funds is transferred from the prior fiscal year to the current year. There are a number of reasons for a planned purchase not to occur as originally scheduled, such as obtaining and outlining specifications or quotes, or awaiting order and delivery of other purchases.

Expenditure carry forwards requested in the attached Budget Amendment #2009-001 are for planned purchases of goods, services, and fixed assets not completed by September 30, 2008:

1. \$446,500 in General Fund expenses for:
  - a. Insurance expense
  - b. Election expense
  - c. Legal services
  - d. Vehicle & phone system replacement,
  - e. Updated licensing for software and training
  - f. Training in performance and strategic planning assistance
  - g. Printing costs
2. \$15,000 in Environmental Services for chemicals
3. \$8,000 in Athletics for springboard cheerleading platform

4. \$154,100 in Water & Wastewater funds for:
  - a. Excavator & pump purchase
  - b. Utility rate study
  - c. Security surveillance equipment
5. \$587,000 in operating contingency for:
  - a. General Fund
  - b. Planning, Zoning & Building
  - c. Surface Water Management
  - d. Parks & Recreation
  - e. Gas Tax Maintenance

**FISCAL IMPACT:** The decrease of the 2007/2008 fiscal year-end reserves and increase to the 2008/2009 budget has no net fiscal impact.

Please note that carry forwards are subject to adjustments from year-end closing entries which are in progress.

**RECOMMENDATION:** Staff recommends approval of the carry forward of budgeted funds from the 2007/2008 fiscal year to the 2008/2009 budget.



**Village of Wellington**  
**Budget Amendment # 2009-001**  
**Carry Forwards**

The following budget amendment is requested to reallocate funds from FY 2007/2008 remaining budgets to the FY 2008/2009 budget as follows:

|                                    |  | <b>Revenues</b> | <b>Expenses</b>    |
|------------------------------------|--|-----------------|--------------------|
| <b>General Fund</b>                | Insurance Expense  |                 | \$100,000          |
|                                    | Election Expense   |                 | 50,000             |
|                                    | Fixed Assets (phone system, software, replacement vehicle) |                 | 160,000            |
|                                    | Outside Services (staff training)                          |                 | 10,000             |
|                                    | Employee Recognition                                       |                 | 16,500             |
|                                    | Printing   |                 | 10,000             |
|                                    | Legal Services   |                 | 100,000            |
|                                    | Operating Contingency                                      |                 | 150,000            |
| <b>Planning, Zoning &amp; Bldg</b> | Operating Contingency                                      |                 | 115,000            |
| <b>Surface Water Management</b>    | Chemicals  |                 | \$15,000           |
|                                    | Operating Contingency                                      |                 | 112,000            |
| <b>Parks &amp; Recreation</b>      | Fixed Assets (cheerleading platform)                       |                 | 8,000              |
|                                    | Operating Contingency                                      |                 | 160,000            |
| <b>Gas Tax Maintenance</b>         | Operating Contingency                                      |                 | 50,000             |
| <b>Water &amp; Wastewater</b>      | Outside Services (rate study)                              |                 | 11,500             |
|                                    | Security Equipment   |                 | 30,000             |
|                                    | Fixed Assets (excavator and pumps)                         |                 | 112,600            |
|                                    | <b>Total Carry Forwards</b>                                | <b>\$0</b>      | <b>\$1,210,600</b> |

Approved:

\_\_\_\_\_  
 Darrell Bowen, Mayor

\_\_\_\_\_  
 Date

5. D

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Approve the Annual Contract for the Cooperative Purchase of Bulk Quicklime

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Village Council approval of the annual contract for the cooperative purchase of bulk pebble quicklime from Chemical Lime Company of Alabama, Inc. Bid #005-2821-09/JA was awarded to Chemical Lime by City of Boynton Beach, acting as the lead agency on behalf of co-op participants. For FY 2008-09, \$250,000 has been budgeted in Water Treatment Facility for Operating Supplies/Lime. Due to the increased cost of lime, staff anticipates that the full amount budgeted will be expended.

**EXPLANATION:** The Water Treatment Facility uses bulk pebble quicklime to soften the potable water which it produces. The Village often finds it advantageous to make purchases of common basic items in cooperation with other governmental entities in order to achieve the cost savings associated with large quantity purchases and to reduce the administrative costs of procurement. This was the strategy employed for the purchase of bulk pebble quicklime. City of Boynton Beach let Bid #080-2821-07/JA for "Annual Co-Op Bulk Quicklime" purchase on behalf of themselves, Village of Wellington, City of Delray Beach, City of Lake Worth, City of Riviera Beach, City of West Palm Beach, and South Central Regional Wastewater Plant. Bids were received from Carmeuse Lime & Stone, Chemical Lime Company of Alabama, Inc., and Southern Lime Company.

**DELIVERY PRICES TO WELLINGTON**

|               |                  |
|---------------|------------------|
| Chemical Lime | \$227.56 per ton |
| Carmeuse Lime | \$256.50 per ton |
| Southern Lime | \$278.37 per ton |

Boynton Beach City Commission awarded the bid to Chemical Lime at their December 16, 2008 meeting. The contract was awarded for one (1) year with the option to renew for three (3) additional one (1) year periods. Renewal will only be exercised upon mutual written agreement with all original terms, conditions, and unit prices remaining unchanged. Purchases are subject to the appropriation of funds by each participating entity.

**FISCAL IMPACT:** Funds are allocated in the FY2008/2009 budget for this purchase as follows:

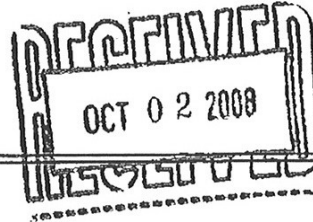
Budget: \$250,000 Water Treatment Supplies/Lime (401-7010-536.52-36)  
Contract Amt: \$250,000 (estimate based on projected usage)

**RECOMMENDATION:** Staff recommends that Village Council approve the purchase of bulk pebble quicklime from Chemical Lime of Alabama, Inc. off the "Annual Contract for Co-Op Bulk Quicklime" and any renewals, contingent upon appropriation of funding, as presented.

*The City of  
Boynton Beach*



Procurement Services  
100 E. Boynton Beach Boulevard  
P. O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone: (561) 742-6310  
FAX: (561) 742-6316



**REQUEST FOR BID  
FOR  
ANNUAL CONTRACT FOR  
CO-OP BULK QUICKLIME**

**BID # 005-2821-09/JA**

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: November 04, 2008 , No Later Than 2:30 P.M. (Local Time).

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL  
2ND FLOOR**  
unless otherwise designated

All bids received will be publicly opened and read aloud. Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a bid can be considered. The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Any questions relative to any item(s) or portion of this bid should be directed to Janet Allen, Buyer (561) 742-6322.

The following language is made a part of and is to be included in the specifications hereto attached:

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified and to submit brochures, samples, and/or specifications in detail on item(s) submitted. The City shall be the sole judge concerning the merits of the bid submitted.

**SCOPE OF BID:** The purpose of this bid is to secure a source to provide the most quality Bulk Quicklime available at the most economical price, and deliver to various governmental entities, which have elected to participate in this Cooperative Bid.

**Contact:** City of Boynton Beach Procurement Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, FL 33435  
(561) 742-6322 – Janet Allen

**Office Hours:** MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.

## ANNUAL CO-OP BULK QUICKLIME

BID OPENING DATE: NOVEMBER 04, 2008  
 BID OPENING TIME: 2:30 P.M.  
 BID # 005-2821-09/JA

"Offers from the vendors listed herein are the only offers  
 received timely as of the above receiving date and time.  
 All other offers submitted in response to this solicitation,  
 if any, are hereby rejected as late"

| VENDORS                                  |  | CARMEUSE LIME & STONE, INC.<br>11 STANWIX ST., 11th FLOOR<br>PITTSBURGH, PA 15222<br>Tel: (412) 995-2017<br>Fax: (412) 995-5515<br>Contact: Bruce D. Routhieux | CHEMICAL LIME CO. OF ALABAMA, INC.<br>4720 CLEVELAND HGHTS. BLVD., STE.203<br>LAKELAND, FL 33813<br>Tel: (877) 644-9010<br>Fax: (863) 644-9030<br>Contact: John L. Thompson | SOUTHERN LIME CO.<br>P.O. Box 128<br>CALERA, AL 35040<br>Tel: (205) 668-6999<br>Fax: (205) 668-4474<br>Contact: Carolyn Maddox |
|--|--|--|---|--|
| ADDENDUM #1 SUBMITTED                    |  | YES  | YES   | YES  |
| ONE ORIGINAL AND TWO COPIES<br>SUBMITTED |  | YES  | YES   | YES  |
| BASE PRICE PER TON                       |  | \$168.00<br>Material Only  | \$210.13<br>Material and Rail Freight   | \$125.00<br>Material Only  |
| ENTITY/COST PER TON                      |  |  |   |  |
| CITY OF BOYNTON BEACH/1100               |  |  |   |  |
| RAIL                                     |  |  | \$210.13  |  |
| TRUCK                                    |  | \$86.67  | \$16.50   | \$157.94   |
| TOTAL                                    |  | 95,337.00 Freight only   | \$226.63  | \$282.94   |
| CITY OF DELRAY BEACH/3200                |  |  |   |  |
| RAIL                                     |  |  | \$210.13  |  |
| TRUCK                                    |  | \$84.95  | \$15.81   | \$157.94   |
| TOTAL                                    |  | 271,840.00/Freight only  | \$225.94  | \$282.94   |
| CITY OF LAKE WORTH/1300                  |  |  |   |  |
| RAIL                                     |  |  | \$210.13  |  |
| TRUCK                                    |  | \$86.67  | \$16.50   | \$157.94   |
| TOTAL                                    |  | 112,671.00/Freight only.   | \$226.63  | \$292.94   |

# ANNUAL CO-OP BULK QUICKLIME

BID OPENING DATE: NOVEMBER 04, 2008

BID OPENING TIME: 2:30 P.M.

BID # 005-2821-09/JA

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| VENDORS                       | CARMEUSE LIME & STONE, INC.<br>11 STANWIX ST., 11th FLOOR<br>PITTSBURGH, PA 15222<br>Tel: (412) 995-2017<br>Fax: (412) 995-5515<br>Contact: Bruce D. Routhieux | CHEMICAL LIME CO. OF ALABAMA, INC.<br>4720 CLEVELAND HIGHTS, BLVD., STE.203<br>LAKELAND, FL 33813<br>Tel: (877) 644-9010<br>Fax: (863) 644-9030<br>Contact: John L. Thompson | SOUTHERN LIME CO.<br>P.O. Box 128<br>CALERA, AL 35040<br>Tel: (205) 668-6999<br>Fax: (205) 668-4474<br>Contact: Carolyn Maddox |
|-------------------------------|--|--|--|
| CITY OF RIVIERA BEACH/775.86  |  |  |  |
| RAIL                          |  |  |  |
| TRUCK                         |  | \$210.13   |  |
| TOTAL                         | \$88.50  | \$17.48  | \$153.57   |
| CITY OF WEST PALM BEACH/5000  | 68,663.61 Freight only   | \$227.61   | \$278.57   |
| RAIL                          |  |  |  |
| TRUCK                         |  | \$210.13   |  |
| TOTAL                         | \$88.68  | \$17.43  | \$153.37   |
| SO. CENTRAL REGIONAL WWTP/300 | 433,400.00 Freight only  | \$227.56   | \$278.37   |
| RAIL                          |  |  |  |
| TRUCK                         |  | \$210.13   |  |
| TOTAL                         | \$84.95  | \$15.81  | \$157.94   |
| VILLAGE OF WELLINGTON/1250    | \$25,485.00  | \$225.94   | \$282.94   |
| RAIL                          |  |  |  |
| TRUCK                         |  | \$210.13   |  |
| TOTAL                         | \$88.50  | \$17.43  | \$153.37   |
| APPROXIMATE TOTAL/12,925.86   | \$110,625.00   | \$227.56   | \$278.37   |
|                               | \$1,118,021.60   | \$2,933,545.49   | \$3,625,328.82   |

## ANNUAL CO-OP BULK QUICKLIME

BID OPENING DATE: NOVEMBER 04, 2008  
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 BID # 005-2821-09/JA

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|--|--|--|--|
| TOTAL (CO-OP QTYXBASE PRICE PER TON)                             | \$2,171,544.40   | \$2,933,545.49   | \$1,615,750.00   |
| GRAND TOTAL INCLUDES DELIVERY                                    | \$3,289,566.00   |  | \$3,625,328.82   |
| METHOD OF DELIVERY   | Rail/Truck   | Rail/Truck   | Truck  |
| HOW WILL YOU ASSURE DELIVERY IN TIME OF CRISIS                   | If rail not available, by truck from Longview Alabama. If Ft. Lauderdale unavailable FL terminals will supply  | 1). Ship from 1 of 5 alternative locations in Fl. 2). Direct ship by pneumatic tanker from Alabama plants.   | Should truck crisis occur, delivery vial rail would be used. Should rail crisis occur truck delivery would be used             |
| WILL YOU EXTEND SAME PRICES TO OTHER ENTITIES WITHIN THE COUNTY? | NO   | NO   | YES  |
| WILL YOU EXTEND SAME PRICES & TERMS WITHIN BROWARD COUNTY?       | NO   | NO   | YES  |
| LIST OF REFERENCES SUBMITTED                                     | YES  | YES  | YES  |
| TRAINING & EXPERIENCE RECORD SUBMITTED                           | NO**   | YES  | YES  |
| LIST OF EQUIPMENT & FACILITIES AVAILABLE SUBMITTED               | YES  | YES  | YES  |
| SERVICE REPRESENTATIVE INFO SUBMITTED                            | YES  | YES  | YES  |
| ANTI-KICKBACK AFFIDAVIT SUBMITTED                                | YES  | YES  | YES  |



## ANNUAL CO-OP BULK QUICKLIME

BID OPENING DATE: NOVEMBER 04, 2008  
 BID OPENING TIME: 2:30 P.M.  
 BID # 005-2821-09/JA

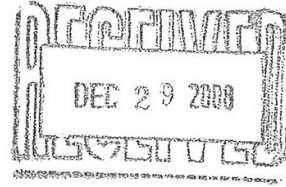
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|--|--|--|--|
| CONFIRMATION OF MINORITY OWNED<br>BUSINESS SUBMITTED | YES/NOT A MINORITY OWNED<br>BUSINESS.  | YES/NOT A MINORITY OWNED<br>BUSINESS.  | YES/NOT A MINORITY OWNED<br>BUSINESS   |
| CONFIRMATION OF DRUG FREE<br>WORKPLACE SUBMITTED     | YES  | YES  | YES  |
| PRODUCT INFORMATION SUBMITTED                        | YES  | YES  | YES  |
| M.S.D.S. SUBMITTED                                   | YES  | YES  | NO   |
| COMMENTS   | ** Available on Request.   |  |  |

***The City of  
Boynton Beach***



Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316



December 18, 2008

Chemical Lime Company of Alabama, Inc.  
4720 Cleveland Heights Blvd., Ste 203  
Lakeland, FL 33813  
Attn: John L. Thompson

**RE: "ANNUAL CONTRACT FOR CO-OP BULK QUICKLIME"  
BID # 005-2821-09/JA**

Dear Mr. Thompson:

At the City Commission meeting of December 16, 2008, the Bid for "ANNUAL CONTRACT FOR CO-OP BULK QUICKLIME" was awarded to your company.

Enclosed is a Tabulation Sheet for your review.

As stipulated within the Bid specifications, your company's original certificate of insurance is to be provided to our Risk Management Department at your earliest convenience, naming the City of Boynton Beach as additional insured

We would like to thank you for responding to this Bid and look forward to working with you. A tabulation sheet is enclosed for your review.

If you have any questions please contact Janet Allen, Buyer, at (561) 742-6322.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol Doppler".

Carol Doppler  
Purchasing Agent  
/ja

Enclosures: Tabulation Sheet

c: Melvin Pinkney – Chief Operator EWTP  
City of Delray Beach  
City of Lake Worth  
City of Riviera Beach  
City of West Palm Beach

So. Central Regional WWTP  
Village of Wellington  
Central File  
File

5. E

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** Approve Disposal of Surplus Village Property**ACTION REQUESTED:** Discussion ☐ Approval ☒**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐**PUBLIC HEARING:** Yes ☐ No ☒**FIRST READING** ☐**SECOND READING** ☐

**REQUEST:** Approve the sale of the surplus property listed. The total purchase cost of the seventy four (74) items of tangible personal property listed is \$527,731.08. The accumulated depreciation of all items of tangible personal property total \$463,985.84, which leaves a net value for those items of \$63,745.24. A portion of the value of these items will be recouped as a result of their sale.

**EXPLANATION:** When surplus property is no longer used by the Village, either because it is obsolete or the continued use of which is uneconomical, unsafe or inefficient, consideration is given to its disposal. All of the items presented for disposition meet these criteria and have been certified as surplus and available for sale. Most of the items have been fully depreciated.

If Council approves disposition of the items, a sealed bid may be prepared and let for their sale. Once bids are received, the sale of each item will go to the bidder proposing the highest price, subject to the right of the Village to accept or reject any or all proposals. If in the best interests of the Village, items may be disposed by public auction or through cooperative thrift stores rather than by sealed bid.

Once items are sold, Bills of Sale will be prepared, payment collected, and the property transferred to the new owners.

**FISCAL IMPACT:** There will be no impact on expenditures. Revenues will accrue as the result of the sale of surplus property.

**RECOMMENDATION:** Approve disposition of surplus Village property according to the policy and procedure established by the Purchasing and Procurement Manual, as presented.

**SURPLUS TANGIBLE PERSONAL PROPERTY  
FY 2008-2009**

| TPP TAG#                           | DESCRIPTION                                   | PURCHASE COST | ACCUMULATED DEPRECIATION | NET VALUE    | PROPOSED METHOD OF DISPOSAL |
|------------------------------------|---|---------------|--------------------------|--------------|-----------------------------|
| <b>VEHICLES</b>                    |   |               |                          |              |                             |
| 94-1000G/U                         | Ford Ranger Pickup, Year 1994, F-180          | \$ 9,405.00   | \$ 9,405.00              | \$ -         | Sale                        |
| 97-0251                            | Ford F150 Pickup, 4x4, Year 1997, F-233       | \$ 19,431.85  | \$ 19,431.85             | \$ -         | Sale                        |
| 98-0133                            | Ford Ranger Pickup, Year 1998, F-254          | \$ 12,822.00  | \$ 12,822.00             | \$ -         | Sale                        |
| 99-0201                            | Ford F450 with Dump Bodey, Year 1999, F-258   | \$ 30,310.00  | \$ 20,038.37             | \$ 10,271.63 | Sale                        |
| 00-0238                            | Ford F350 with Utility Bed, Year 2000, F-298U | \$ 28,305.53  | \$ 17,926.86             | \$ 10,378.67 | Sale                        |
| 01-0038                            | Ford Ranger Pickup, Year 2001, F-302          | \$ 14,026.35  | \$ 14,026.35             | \$ -         | Sale                        |
| 01-0039                            | Ford Ranger Pickup, Year 2001, F-304          | \$ 14,026.35  | \$ 14,026.35             | \$ -         | Sale                        |
| 01-0223                            | Ford F450 with Utility Bed, Year 2000, F-320U | \$ 50,608.50  | \$ 25,304.39             | \$ 25,304.11 | Sale                        |
| 02-0059                            | Ford Ranger Pickup, Year 2002, F-338U         | \$ 14,303.00  | \$ 14,303.00             | \$ -         | Sale                        |
| 02-0118                            | Ford F450 with Utility Bed, Year 2002, F-348  | \$ 36,260.00  | \$ 36,260.00             | \$ -         | Sale                        |
| 03-0111                            | Ford Windstar Van, Year 2003, F-386           | \$ 18,473.00  | \$ 18,473.00             | \$ -         | Sale                        |
| 03-0155                            | Kawasaki Model 3000 Mule, Year 2003, F-388    | \$ 7,341.07   | \$ 7,341.07              | \$ -         | Sale                        |
| 04-0089                            | Kawasaki Model 3000 Mule, Year 2003, F-392    | \$ 7,347.01   | \$ 6,979.65              | \$ 367.36    | Sale                        |
| 99-0169                            | Ford Ranger Extended Cab Pickup               | \$ 14,299.04  | \$ 14,299.04             | \$ -         | Sale                        |
| <b>LARGE EQUIPMENT</b>             |   |               |                          |              |                             |
| 92-0419                            | Sykos Pump                                    | \$ 13,972.00  | \$ 13,972.00             | \$ -         | Sale                        |
| 92-0609                            | Magnetek Generator                            | \$ 19,180.00  | \$ 19,180.00             | \$ -         | Sale                        |
| 01-0810                            | Portable Elliott Generator                    | \$ 28,081.60  | \$ 11,794.37             | \$ 16,287.23 | Sale                        |
| <b>TOOLS &amp; SMALL EQUIPMENT</b> |   |               |                          |              |                             |
| 93-0769G                           | Topcon Digital Transit                        | \$ 2,086.21   | \$ 2,086.21              | \$ -         | Sale                        |
| 94-0772G                           | Hot Water Pressure Cleaner                    | \$ 2,275.79   | \$ 2,275.79              | \$ -         | Sale                        |
| 97-0263                            | Refrigerant Recovery Unit                     | \$ 3,295.00   | \$ 3,295.00              | \$ -         | Sale                        |
| 97-0602                            | Hach Spectrophotometer                        | \$ 1,835.00   | \$ 1,835.00              | \$ -         | Sale                        |
| 98-0067                            | 12' Rawhide Trailer with Ramp                 | \$ 1,233.00   | \$ 1,233.00              | \$ -         | Sale                        |
| 98-0074                            | Whirlie Blaster                               | \$ 1,216.00   | \$ 1,216.00              | \$ -         | Sale                        |
| 98-0075                            | Pressure Cleaner                              | \$ 2,398.00   | \$ 2,398.00              | \$ -         | Sale                        |
| 98-0195                            | Milli-Qplus Water Purification                | \$ 1,019.00   | \$ 1,019.00              | \$ -         | Sale                        |
| 98-0303                            | Forks for Loader                              | \$ 2,100.00   | \$ 1,942.50              | \$ 157.50    | Sale                        |
| 98-0652                            | Tennisco Signal Generator                     | \$ 1,895.00   | \$ 1,895.00              | \$ -         | Sale                        |
| 92-0704G                           | Engine Analyzer                               | \$ 3,546.86   | \$ 3,546.86              | \$ -         | Sale                        |
| 93-0006                            | Water Purification System                     | \$ 5,919.00   | \$ 5,919.00              | \$ -         | Sale                        |
| 94-0457                            | Disc Harrow                                   | \$ 4,202.00   | \$ 4,202.00              | \$ -         | Sale                        |
| 02-0244                            | Arrowboard                                    | \$ 4,600.00   | \$ 4,600.00              | \$ -         | Sale                        |
| 99-0314                            | Trax II Traffic Counter                       | \$ 1,498.82   | \$ 1,498.82              | \$ -         | Sale                        |
| 99-0315                            | Trax II Traffic Counter                       | \$ 1,498.01   | \$ 1,498.01              | \$ -         | Sale                        |
| <b>OFFICE EQUIPMENT</b>            |   |               |                          |              |                             |
| 00-0055                            | Ricoh Aficio 4106 Copier                      | \$ 17,476.00  | \$ 17,476.00             | \$ -         | Sale                        |
| 97-0225                            | Xerox Engineering Copier                      | \$ 5,925.00   | \$ 5,925.00              | \$ -         | Sale                        |
| 95-0677G/U                         | Microfilm Reader                              | \$ 15,710.66  | \$ 15,710.66             | \$ -         | Sale                        |
| 98-0024                            | Carrier for Microfilm Reader                  | \$ 3,990.00   | \$ 3,990.00              | \$ -         | Sale                        |
| 04-0071                            | Wide Die ABE Perforator                       | \$ 4,015.00   | \$ 3,881.17              | \$ 133.83    | Sale                        |
| 02-0162                            | Paper Folding Machine                         | \$ 3,275.25   | \$ 3,275.25              | \$ -         | Sale                        |
| <b>RADIOS</b>                      |   |               |                          |              |                             |
| 01-0219                            | Base Station HT1000 Radio                     | \$ 2,122.00   | \$ 1,874.45              | \$ 247.55    | Sale                        |
| <b>MISC</b>                        |   |               |                          |              |                             |
| 99-0301                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0302                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0304                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0307                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0308                            | Kronos Time Clock                             | \$ 1,840.00   | \$ 1,840.00              | \$ -         | Sale                        |
| 99-0309                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0310                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0311                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0312                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 99-0313                            | Kronos Time Clock                             | \$ 765.00     | \$ 765.00                | \$ -         | Sale                        |
| 00-0120                            | Kronos Time Clock                             | \$ 768.95     | \$ 768.95                | \$ -         | Sale                        |
| 00-0121                            | Kronos Time Clock                             | \$ 768.95     | \$ 768.95                | \$ -         | Sale                        |
| 00-0122                            | Kronos Time Clock                             | \$ 768.95     | \$ 768.95                | \$ -         | Sale                        |

**SURPLUS TANGIBLE PERSONAL PROPERTY  
FY 2008-2009**

| TPP TAG#         | DESCRIPTION                        | PURCHASE COST | ACCUMULATED DEPRECIATION | NET VALUE   | PROPOSED METHOD OF DISPOSAL |
|------------------|------------------------------------|---------------|--------------------------|-------------|-----------------------------|
| 00-0123          | Kronos Time Clock                  | \$ 768.82     | \$ 768.82                | \$ -        | Sale                        |
| 01-0092          | Kronos Time Clock                  | \$ 765.00     | \$ 714.00                | \$ 51.00    | Sale                        |
| 04-0248          | Kronos Time Clock                  | \$ 855.16     | \$ 308.80                | \$ 546.36   | Sale                        |
| 97-0012          | AT&T 510 Control Unit              | \$ 4,316.94   | \$ 4,316.94              | \$ -        | Sale                        |
| 00-0176          | Panasonic Digital Video Camera     | \$ 7,396.50   | \$ 7,396.50              |             | Sale                        |
| 00-0174          | Panasonic Digital Video Camera     | \$ 7,396.50   | \$ 7,396.50              |             | Sale                        |
| 00-0173          | Panasonic Digital Video Camera     | \$ 7,396.50   | \$ 7,396.50              |             | Sale                        |
| 01-0130          | Digital Projector                  | \$ 2,832.98   | \$ 2,832.98              |             | Sale                        |
| 97-0254          | Sharp Computer Projection Panel    | \$ 2,747.25   | \$ 2,747.25              |             | Sale                        |
| 98-0141          | ELMO Visual Presenter              | \$ 5,643.08   | \$ 5,643.08              |             | Sale                        |
| <b>COMPUTERS</b> |                                    |               |                          |             |                             |
| 94-0240          | Sceptre Monitor                    | \$ 700.00     | \$ 700.00                | \$ -        | Sale                        |
| 94-0329          | Gateway Monitor                    | \$ 800.00     | \$ 800.00                | \$ -        | Sale                        |
| 97-0269          | Gateway Keyboard                   | \$ 250.00     | \$ 250.00                | \$ -        | Sale                        |
| 00-0068          | Gateway Monitor                    | \$ 281.00     | \$ 281.00                | \$ -        | Sale                        |
| 00-0206          | Gateway Keyboard                   | \$ 250.00     | \$ 250.00                | \$ -        | Sale                        |
| 00-0251          | Best Power UPS                     | \$ 3,010.00   | \$ 3,010.00              | \$ -        | Sale                        |
| 01-0105          | Fargo Picture Card Photo Equipment | \$ 9,051.10   | \$ 9,051.10              | \$ -        | Sale                        |
| 03-0010          | Fujitsu Scanner                    | \$ 7,586.50   | \$ 7,586.50              | \$ -        | Sale                        |
| 02-0165          | Contex Wide Format Scanner         | \$ 18,032.00  | \$ 18,032.00             | \$ -        |                             |
| 01-0108          | Dolphin Bar Code Scanner           | \$ 2,648.00   | \$ 2,648.00              | \$ -        |                             |
| 01-0116          | Dolphin Bar Code Scanner           | \$ 2,648.00   | \$ 2,648.00              | \$ -        |                             |
|                  |                                    | \$527,731.08  | \$463,985.84             | \$63,745.24 |                             |

|                                 |              |
|---------------------------------|--------------|
| TOTAL PURCHASE COSTS:           | \$527,731.08 |
| TOTAL ACCUMULATED DEPRECIATION: | \$463,985.84 |
| TOTAL NET VALUE:                | \$63,745.24  |

**SURPLUS NON-TANGIBLE PERSONAL PROPERTY**  
(Purchase Costs Below Threshold Required for Recording as TPP)

| TPP TAG#                           | DESCRIPTION                   | PURCHASE COST                          | ACCUMULATED DEPRECIATION | NET VALUE | METHOD OF DISPOSAL |
|------------------------------------|-------------------------------|--|--------------------------|-----------|--------------------|
| <b>LARGE EQUIPMENT</b>             |                               |  |                          |           |                    |
| None                               | Perkins Free Standing Engine  | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Perkins Free Standing Engine  | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Hero GT 77 Seed Spreader      | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| <b>TOOLS &amp; SMALL EQUIPMENT</b> |                               |  |                          |           |                    |
| None                               | PH Digital Disply/Controller  | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| <b>OFFICE EQUIPMENT</b>            |                               |  |                          |           |                    |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Biege 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Black 4 Drawer Filing Cabinet | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Microline 320 Printer         | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Brother Typewriter, GX-6750   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Microline 320 Turbo Printer   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Docubind P200 Binding System  | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| <b>MISC</b>                        |                               |  |                          |           |                    |
| None                               | Kronos Time Clock             | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Kronos Time Clock             | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Kronos Time Clock             | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Kronos Time Clock             | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic 13" TV              | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic 27" TV              | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic Color Video Monitor | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic Video Camera Lens   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic Video Camera Lens   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Panasonic Video Camera Lens   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | In Focus LCD Projector Lamp   | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Sony Digital Still Camera     | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| <b>COMPUTERS</b>                   |                               |  |                          |           |                    |
| None                               | Action Computer               | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Gateway Computer              | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
| None                               | Hewlett Packard Printer       | Unknown-original records not available | Fully Depreciated        | \$ -      | Sale               |
|                                    |                               | \$0.00                                 | \$0.00                   | \$0.00    |                    |

TOTAL PURCHASE COSTS:

\$0.00

TOTAL ACCUMULATED DEPRECIATION:

\$0.00

TOTAL NET VALUE:

\$0.00

5. F

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** RESOLUTION R2009-07 (APPROVAL OF PALM BEACH COUNTY PARATRANSIT INTERLOCAL AGREEMENT (\$40,000))

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** This item is to renew the Interlocal Agreement with Palm Beach County for ADA Paratransit services.

**EXPLANATION:** This is an Interlocal Agreement for transportation services between Palm Beach County and the Village of Wellington. The agreement is for \$40,000 with invoicing and reimbursement to be done on a quarterly basis in the amount of \$10,000 for services rendered that quarter. This Agreement shall take effect upon execution by the Board of County Commissioners and shall expire on September 30, 2009 and shall cover services for the period October 1, 2008 through September 30, 2009.

The agreement states that the approximate per trip cost of the trips to be provided during the term of the agreement will be greater than or equal to \$29.00. In addition, as last year, the \$40,000.00 does not include the cost of any additional services which may be provided by the County which are listed under Section 5 of the agreement, subject to mutual agreement.

In 1999, Palm Tran eliminated Fixed Route 45, which provided regular service and ADA eligible paratransit service to Wellington. In response to the elimination of that route, the County agreed to provide paratransit services to Village residents who were ADA eligible individuals, but whose trips were not eligible for County ADA paratransit services due to the elimination of Route 45. If approved, this will be the tenth year in a row that the Village has entered into this agreement.

**FISCAL IMPACT:** Funds have been budgeted in the proposed 2008/2009 budget.

**RECOMMENDATION:** Staff recommends a motion by Council approving Resolution No. R2009-07, to execute an Interlocal Agreement with Palm Beach County to provide transportation services; and providing an effective date, as presented.

**RESOLUTION NO. R2009-07**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION SERVICES FROM OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Palm Beach County has determined, for reasons of efficiency and economies of service, since 1999, to eliminate a portion of its fixed route public transit system and complementary paratransit services within the Village of Wellington;

**WHEREAS**, the Village of Wellington has determined that there is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from the County’s ADA complimentary paratransit system;

**WHEREAS**, Village Council wishes to enter into an Interlocal Agreement with Palm Beach County to continue to provide paratransit services to eligible residents in Wellington;

**WHEREAS**, such Interlocal Agreement has been prepared, and a copy is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:**

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct.

**SECTION 2.** The Village Council hereby approves the Interlocal Agreement for Transportation Services by and Between Palm Beach County and the Village of Wellington (attached hereto as Exhibit “A”) and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.



**PASSED AND ADOPTED** this 27 day of January 2009.

**ATTEST:**

**VILLAGE OF WELLINGTON, FLORIDA**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

BY: \_\_\_\_\_  
Darell Bowen, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

**INTERLOCAL AGREEMENT FOR  
TRANSPORTATION SERVICES  
BY AND BETWEEN  
PALM BEACH COUNTY  
AND THE  
VILLAGE OF WELLINGTON**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Village of Wellington, a Florida municipal corporation, (hereafter "Village") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter "County").

**WITNESSETH**

**WHEREAS**, County operates a fixed route public transit system and provides complementary paratransit services to those individuals who are eligible to receive such services in accordance with the requirements of the Americans with Disabilities Act of 1990 and the regulations implementing the Act (collectively referred to hereafter as "ADA"); and

**WHEREAS**, County for reasons of efficiency and economies of service, changed the ADA core service area, eliminating a portion of the ADA core area in the Village; and

**WHEREAS**, in response to the redefinition of the ADA core area, Village asked County to provide, on Village's behalf, paratransit services to Village's residents who are ADA paratransit eligible individuals but whose trips are not eligible for County's ADA paratransit services; and

**WHEREAS**, County is willing to provide such services to Village and Village is willing to pay to County the costs associated with the delivery of such services to Village's residents; and

**WHEREAS**, Village has determined that it is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from County's ADA complementary paratransit system; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of

mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

**NOW, THEREFORE,** in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. **Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the provision of paratransit services to Village's ADA paratransit eligible residents whose trips are not eligible for County's ADA complementary paratransit service.

Section 2. **Representative and Contract Monitor:** The County's representative and contract monitor during the term of this Agreement shall be Palm Tran's Director of Paratransit Programs whose telephone number is 561-649-9848. Village's representative and contract monitor during the term of this Agreement shall be its Village Manager whose telephone number is 561-791-4000.

Section 3. **Effective Date and Term:** This Agreement shall take effect upon execution by the Board of County Commissioners and shall expire on September 30, 2009, and shall cover services for the period October 1, 2008 through September 30, 2009.

Section 4. **Provision of Services:** The County agrees to provide paratransit services (*i.e.*, management, scheduling and transportation services) to Village's ADA paratransit certified residents whose trips are not eligible for County's ADA paratransit service as a result of the modification of the ADA Core Area. Services, including scheduling and transportation, shall be provided to Village's residents in the same manner and utilizing the same methods and contractors used by County to provide its ADA complementary paratransit services. Village agrees that the County's policies, rules and regulations relating to the provision of services to County's paratransit customers will apply to Village's residents receiving paratransit services under this Agreement. Village's residents shall abide by and be subject to County's rules, regulations and policies

pertaining to eligibility determinations, reservations and scheduling of trips, payment of fares, and policies regulating the conduct of its riders. Village's residents utilizing the services described in this Agreement shall be charged the same fare charged to paratransit eligible individuals utilizing the County's complementary paratransit system.

County will determine the eligibility of Village's residents for services under this Agreement, at no additional cost to Village, utilizing the same process used by County to determine and certify the eligibility of individuals for its complementary ADA paratransit system. Village understands and agrees, however, that County's process to consider denials of service based on misconduct and trip coverage will be limited solely to users of County's complementary paratransit system. County reserves the right to refuse service to any rider based on the misconduct of the rider, a violation of any rule or requirement of County governing the service, including but not limited to a refusal to pay the fare.

Section 5. **Additional Services:** It is the parties' desire to limit the County's transportation responsibilities under this Agreement to Village's residents who are ADA paratransit eligible individuals but whose trips are no longer eligible for ADA services from County's paratransit system as described in the Preamble to this Agreement. Notwithstanding the foregoing, the Village acknowledges that the County may transport individuals whose trips are not eligible for complementary ADA paratransit services from County but who may be otherwise eligible for services under County's paratransit program. In addition, if requested by Village and agreed to by County, the County may, in its sole discretion, transport individuals whose trips do not qualify for complementary ADA paratransit service from the County but whose trips would qualify for complementary ADA paratransit service from the Village as a result of Village's provision of (community transit) transportation services; provided, that, Village has submitted a written request for such services and has agreed, in writing, that it will reimburse County for all actual transportation costs incurred by County transporting such individuals.

Section 6. **Payment and Contract Amount:** Village shall remit to County the sum of forty thousand dollars (\$40,000.00) which shall be used by County to help defray the cost of services to Village's residents who are ADA eligible but whose trips are not eligible for County complementary ADA services as described in the Preamble and Section 4 of this Agreement. The parties acknowledge that the approximate per trip cost of the trips to be provided during the term of this Agreement will be greater than or equal to a rate of twenty-nine dollars (\$29.00). The parties further acknowledge that the cost to County of the provision of paratransit services to Village's residents substantially exceeds the total sum derived by County from fares paid by Village's residents plus the forty thousand to be paid by Village under this Agreement. In addition, said \$40,000.00 does not include the cost of any additional services which may be provided by County under Section 5 above for trips which qualify for complementary ADA paratransit service from the Village as a result of Village's provision of (community transit) transportation services.

Section 7. **Invoicing and Reimbursement:** The County will submit, on a quarterly basis, an invoice to Village in the amount of ten thousand dollars (\$10,000.00) for services to be rendered during that quarter. Each invoice shall include a reference to this Agreement and identify the amount due and payable by Village to the County.

The invoice received from the County will be reviewed and approved by the Village's contract monitor or his designee who will indicate that the expenditure is made in conformity with the requirements of this Agreement. Invoices will be paid within thirty (30) days of their receipt from the County. Nothing contained in this Agreement shall act as a limitation of the County's right to be paid, as a waiver of any rights of the County's, or preclude the County from pursuing any other remedy which may be available to it under law or equity.

Section 8. **Coordination:** The County currently functions as the Community Transportation Coordinator (CTC) for Palm Beach County and in such capacity coordinates the delivery of transportation disadvantaged services to the transportation disadvantaged. As long as the County

serves as the CTC, the services provided under this Agreement will be purchased from and arranged by County at the rates established by County for the delivery of transportation disadvantaged services, including complementary ADA paratransit services.

Section 9. **Reporting:** County shall provide reports to the Village identifying the passengers served and such other information agreed to by the parties' contract monitors.

Section 10. **Access and Audits:** The County will maintain adequate records to justify its charge for the services provided for at least three (3) years after its completion or such lesser period of time required by County's records custodian for maintenance of public records. The Village may have access to County's non-confidential or non-exempt books, records, and documents pertaining to this Agreement for the purpose of inspection or audit during normal business hours.

Section 11. **Liability:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

Section 12. **Notice of Complaints or Suits:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Palm Tran, Inc., or their respective officers, directors, employees, servants or agents is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 13. **Annual Appropriation:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. However, this provision shall not be construed to relieve the Village from its obligation to pay the County for any services rendered prior to County's receipt of notice

from the Village of the Village's intent not to fund the Agreement. Notice shall be furnished to County at least thirty (30) days in advance of the date established by the Village for cessation of services and its funding obligation in accordance with Section 17 of this Agreement.

Section 14. **Breach and Opportunity to Cure:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before terminating this Agreement. Moreover, should the County or Village decide to discontinue the services provided for under this Agreement, each will notify the other of its intent to terminate the Agreement at least sixty (60) days prior to the termination date. County shall be paid for all services rendered prior to the termination date. No liability shall accrue to County as a result of a decision by it or the Village to discontinue the services provided hereunder.

Section 15. **Enforcement Costs:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 16. **No Agency Relationship:** Nothing contained herein shall create an agency relationship between Village and County or Village and Palm Tran, Inc.

Section 17. **Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:

Director  
Palm Tran CONNECTION  
3201 Electronics Way  
West Palm Beach, FL 33407

As to the Village:

Village Manager  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, FL 33414

Either party may change its address upon notice to the other.

Section 18. **Modification and Amendment:** Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 19. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 20. **No Waiver:** No waiver of any provision(s) of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 21. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 22. **Equal Opportunity:** The County and Village agree that no person shall on the grounds of race, color, sex, gender identity or expression, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 23. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.



Section 24. **Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 25. **Entirety of Agreement:** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 26. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**(Remainder of Page Intentionally Left Blank)**

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement  
on the day and year first written above.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, by  
its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

ATTEST:

VILLAGE OF WELLINGTON

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

Approved as to Form and  
Legal Sufficiency

\_\_\_\_\_  
Village's Attorney

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
County Attorney

Approved as to Terms  
and Conditions

\_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran

5. G

## WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

**AGENDA ITEM NAME:** RESOLUTION R2009-06 (APPROVAL OF THE ART IN PUBLIC PLACES PROGRAM)

A RESOLUTION OF THE VILLAGE OF WELLINGTON COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ART DISPLAY AGREEMENTS AND DONATION AGREEMENTS IN ORDER TO FACILITATE THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Staff requests approval of the 2009 art pieces selected by the Public Art Advisory Panel on December 10<sup>th</sup> and December 17<sup>th</sup>, 2008.

**EXPLANATION:** At their December 10<sup>th</sup> and December 17<sup>th</sup> meetings, the Public Art Advisory Panel finalized their review of all applications and selected artwork to be displayed in the Village's facilities and public places under the Art in Public Places Program. The following art selections are recommended for approval.

| <u><b>Name of Artwork</b></u> | <u><b>Type</b></u> | <u><b>Name of Artist</b></u> |
|-------------------------------|--------------------|------------------------------|
| <u>From my Heart</u>          | <u>Painting</u>    | <u>Ruth Bergman</u>          |
| <u>A Vase of Anemones</u>     | <u>Painting</u>    | <u>Ruth Bergman</u>          |
| <u>Magnolias</u>              | <u>Painting</u>    | <u>Cecile Eskin</u>          |
| <u>Woody</u>                  | <u>Painting</u>    | <u>Cecile Eskin</u>          |
| <u>Oriental Woman</u>         | <u>Painting</u>    | <u>Stanley Eskin</u>         |
| <u>Mixed Flowers</u>          | <u>Painting</u>    | <u>Stanley Eskin</u>         |
| <u>Life is a Beach</u>        | <u>Painting</u>    | <u>Rick Evans</u>            |

|                                |                   |                              |
|--------------------------------|-------------------|------------------------------|
| <u>Quiet Place</u>             | <u>Painting</u>   | <u>Corrine Ingerman</u>      |
| <u>Reflection</u>              | <u>Painting</u>   | <u>Leslie Pfeiffer</u>       |
| <u>Tranquility</u>             | <u>Painting</u>   | <u>Pamela Grumsha</u>        |
| <u>Mounts Botanical Garden</u> | <u>Painting</u>   | <u>Joanne Baker Macleod</u>  |
| <u>Sunday on Delray Beach</u>  | <u>Painting</u>   | <u>Joyce Rogers</u>          |
| <u>Hawaiian Flowers</u>        | <u>Painting</u>   | <u>Joyce Rogers</u>          |
| <u>Canine Crew</u>             | <u>Painting</u>   | <u>Susan Andreasen</u>       |
| <u>Contumacy</u>               | <u>Painting</u>   | <u>Susan Andreasen</u>       |
| <u>Boys at Play</u>            | <u>Painting</u>   | <u>Susan Andreasen</u>       |
| <u>Opera Madame Butterfly</u>  | <u>Painting</u>   | <u>Tito Mangiola</u>         |
| <u>100 Faces of Wellington</u> | <u>Photograph</u> | <u>Gary Kane</u>             |
| <u>Crimson Dancers</u>         | <u>Photograph</u> | <u>Benjamin Kenagen</u>      |
| <u>Mall Court</u>              | <u>Photograph</u> | <u>Benjamin Kenagen</u>      |
| <u>A New Spring Pup</u>        | <u>Sculpture</u>  | <u>Meilaine Hart</u>         |
| <u>Florida's Catch</u>         | <u>Sculpture</u>  | <u>Wayne Hart</u>            |
| <u>Freedom/Nature</u>          | <u>Mixed</u>      | <u>Adrianne Hetherington</u> |

**FISCAL IMPACT:** Insurance premium to cover estimated value of artwork will be approximately \$1,000. The total estimated value of all the selected pieces is \$49,475.

**RECOMMENDATION:** Staff recommends that Council authorize the Village Manager to execute Art Display Agreements for those selections made by the Public Art Advisory Panel.

**RESOLUTION NO. R 2009-06**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ART DISPLAY AGREEMENTS AND DONATION AGREEMENTS IN ORDER TO FACILITATE THE VILLAGE'S ART IN PUBLIC PLACES PROGRAM; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at their December 10<sup>th</sup> and December 17<sup>th</sup>, 2008 meetings, the Public Art Advisory Panel finalized their review of applications and selected artwork to be displayed in the Village's facilities and public places under the Art in Public Places program; and

**WHEREAS**, staff recommends that Council authorize the Village Manager to execute Art Display Agreements (a sample is attached hereto) with art owners desirous of lending the Village artwork to be displayed in the Village's facilities and public places; and

**WHEREAS**, staff recommends that Council authorize the Village Manager to execute Donation Agreements (a sample is attached hereto) with art owners desirous of donating to the Village artwork to be displayed in the Village's facilities and public places; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA**, that:

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct.

**SECTION 2.** The Village Council hereby authorizes the Village Manager to execute Art Display Agreements as per the sample attached hereto as Exhibit "A", with art owners desirous of lending the Village artwork to be displayed in the Village's facilities and public places.

**SECTION 3.** The Village Council hereby authorizes the Village Manager to execute Donation Agreements as per the sample attached hereto as Exhibit "B", with art owners desirous of donating to the Village artwork to be displayed in the Village's facilities and public places.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of January, 2009.

**ATTEST:**

**VILLAGE OF WELLINGTON, FLORIDA**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

BY: \_\_\_\_\_  
Darell Bowen, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

**Art In Public Places Meeting Minutes  
December 10, 2008  
2:00 p.m.**

***AIPP Advisory Panel Present***

Francine Ramaglia - Administrative & Financial Services  
Jim Barnes - Operations

***Invited Members Present:***

Mireya McIlveen - Administrative & Financial Services  
Christine Rappolt - Administrative & Financial Services

**Meeting Minutes:**

First item up was a summary of total number of applications submitted. In total, 23 Art in Public Places applications were submitted. Value of artwork totals \$49,475.

Among council present, it was unanimously decided to accept all artwork. An additional meeting involving all AIPP council will be scheduled.

Recommendations were made to keep artwork located in four different areas; Wellington Community Center, Village Park, Wellington Municipal Complex, and Operations.

Location of artwork will be determined at a later date.

Items up for discussion:

- ***Gary Kane's "100 Faces of Wellington" located at the lower level of the Wellington Community Center – How would the artist be able to incorporate a charitable function and viewing of the artwork.*** Possible recommendation would be to make the Athletic room, located adjacent to displayed artwork, available for a function.
- ***Impact Fee. A proposed impact fee for private projects or development that would allocate a specific percentage of funds go towards AIPP or additional Public Art needs.***

**Second AIPP meeting/wrap-up is TBA.**

**Art In Public Places Meeting Minutes  
December 17, 2008  
3:30 p.m.**

***AIPP Advisory Panel Present***

Ivy Rosenberg – Parks & Recreation

**Meeting Minutes:**

Review of December 10, 2009 Art in Public Places meeting.

First item up was a summary of total number of applications submitted. In total, 23 Art in Public Places applications were submitted. Value of artwork totals \$49,475.

Among council present at December 10<sup>th</sup> meeting, it was unanimously decided to accept all artwork. Council present today agreed.

Recommendations were made to keep artwork located in four different areas; Wellington Community Center, Village Park, Wellington Municipal Complex, and Operations.

Location of artwork will be determined by project manager.

Approved to go to council on January 27, 2009.

**Items Discussed:**

Gary Kane's "100 Faces of Wellington" can use athletic room/ meeting room at WCC to host a charitable function for his project. Details will be discussed in applicable.

**ART DISPLAY AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the Village of Wellington (hereinafter referred to as "Village") whose address is 14000 Greenbriar Blvd., Wellington Florida 33414 and \_\_\_\_\_ (hereinafter referred to as "Art Owner") whose address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Art Owner is desirous of lending the Village the Art more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, ("Art") on the terms and conditions more particularly described in this Agreement, and;

WHEREAS, the Village is desirous of displaying such Art on its facilities within the Village boundaries on Property more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("Art Display Location"), and;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Art Owner hereby loans to the Village the Art described in Exhibit "A" that will be displayed within the Village boundaries at the Art Display Location. The term of the Agreement shall be for a minimum of one year from the Effective Date of this Agreement. The Effective date of this Agreement shall be \_\_\_\_\_ 2009. The Art shall be delivered to the Village no later than \_\_\_\_\_ 2009. The parties hereto may extend the Agreement for an additional term upon written modification to this Agreement and so long as the same is approved by the Village's Public Art Advisory Panel. The parties hereto agree that the Art shall be located at \_\_\_\_\_, otherwise know as the Art Display Location within the Village's public facility or as otherwise provided above for the enjoyment of all to see and visit, including the public.
3. The Art Owner shall be responsible for the transportation and installation of the Art including its removal at the termination of this Agreement. However, if checked in the blank herein (\_\_\_\_\_) the Village shall be responsible for the transportation and installation of the Art herein. The Art Owner shall be required to restore the Art Display Location to its original condition, reasonable wear and tear excepted at the expiration of this Agreement, if installed by the Art Owner. The Art Owner shall be responsible for the maintenance of the Art while located at the Art Display location, as the parties hereto understand that the Village has no expertise in this area. Further, the Art Owner shall make sure that its Art work is properly installed and anchored, if installed by the Art Owner. The Village agrees to insure the Art for the value of \_\_\_\_\_, which the Artist hereto represents is the fair market value of the Art. The parties hereto understand that the Village has materially relied upon this representation as an inducement for it to enter into this Agreement with the Art Owner. The Artist represents if



checked here ( ) that it has provided the Village with an appraisal of the Art which is attached as "C" and by this reference incorporated herein and said appraisal represents the fair market value of the Art. To the extent that the Art Owner has insurance for the Art herein, said insurance shall act as the primary insurance coverage and Art Owner shall provide the Village with a copy of said insurance policy 30 days prior to the Effective Date of this Agreement. Notwithstanding the foregoing, the Village shall provide insurance coverage for the value of the Art provided above. The Villages insurance shall act as primary coverage only to the extent that the Art Owner has no insurance coverage To the extent that the Art Owner commits any fraudulent and or criminal act(s) contributing to the loss of the Art, the Art Owner understands and acknowledges that the Village shall have no liability regarding the Art and the insurance coverage of the Village shall have no applicability. The value above stated shall be the value of the Art for insurance purposes if the Art is lost, destroyed, damaged, stolen or otherwise disposed of or if any other casualty may occur. The parties hereto understand that the Village has no responsibility for the maintenance of the Art during the term of this Agreement. .

4. The Art Owner herein represents that the Art herein does not violate any copyright or trademark and that the Art can be used for the purposes herein contemplated. Art Owner further represents that he, she or it owns the Art herein and has full authority to enter into this Agreement.
5. The Village Manager has the right, at any time, to remove the Art, not show the Art, and or store the Art during the duration of this Agreement.
6. Regardless of any other provision herein, the Village Manager may terminate this Agreement for any reason with or without cause and without any prior notice of the same to the Art Owner. In addition, the Village shall have the right to terminate this Agreement and remove any Art without notice to the Art Owner if the Village Manager and or the Village Council deems the Art to have violated the community standards of decency. The Art Owner waives his, her or its First Amendment rights with regard to this provision and clause.
7. The Art Owner agrees to indemnify and hold the Village harmless from any and all matters, claims, actions, causes of action, inaction or actions resulting from or arising from this Agreement with the exception of the willful or wanton acts of the Village. The parties hereto understand that the Village may provide a simple concrete base and signage, as the Village deems necessary and proper.
8. Art Owner shall provide to the Village at least (30) days prior to the installation of the Art, if being done by Art Owner, certificates of insurance covering such risks, and in such amounts and with such deductibles that the Village Risk Manager deems necessary as a result of this Agreement. If checked herein ( ) the Village has waived the insurance required by this clause.
9. The Village and the Art Owner both have the right to terminate and cancel this Agreement for any reason whatsoever upon providing (30) thirty days prior written notice of the same to the non-terminating party at the above address regardless of any other termination provision herein. Further, the Art Owner may use this termination provision if said Art Owner desires to sell the Art to such third party.
10. The Village may obtain a sponsor or sponsors as it relates to defraying costs of insurance or other expenses or matters related to this Agreement The Art Owner waives any rights to object to such sponsorship(s) and agrees that the Village may seek any sponsorship related to this Agreement. The Art Owner recognizes that the Village may raise any amount of money it deems necessary and or desirable as it relates to such sponsorship and shall not be entitled to any compensation resulting there from.

11. The Village and sponsor shall be permitted to display their names and any other information whatsoever with the Art herein. Further, the Village and sponsor(s) may use the Art herein in any media, display or publication whatsoever as it relates to such sponsorship and any promotions related thereto or for any other lawful purpose.
12. The term of this Display Agreement shall be in accordance with the terms and conditions of this Agreement.
13. This Agreement shall be construed in accordance with the laws of the State of Florida.
14. Should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
15. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.
16. This Agreement may not be assigned without the prior written consent of the non- assigning party, which consent shall not be unreasonably withheld.
17. Should any dispute arise from this Agreement the prevailing party shall be entitled to reasonable attorneys' fees and court costs including all appellate proceeding.
18. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

**DONE THE DAY AND YEAR ABOVE STATED.**

Witnesses: The Village of Wellington

\_\_\_\_\_  
By: \_\_\_\_\_  
Darell Bowen, Mayor

**Approved as to form and Legal Sufficiency** Attests: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk  
By: \_\_\_\_\_  
Village Attorney

**STATE OF FLORIDA  
COUNTY PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by Darell Bowen, on behalf of the Village of Wellington, a municipal corporation. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_  
Notary Public  
My Commission Expires

Witnesses: Art Owner  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Print: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ Art Owner a \_\_\_\_\_, on behalf of Art Owner. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_  
Notary Public  
My Commission Expires

EXHIBIT "A"

Description of Art Work

**EXHIBIT “B”**

Location of Art within the Village’s Property

EXHIBIT "C"

APPRAISAL, IF ANY

**DONATION AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by and between the Village of Wellington (hereinafter referred to as "Village") whose  
address is 14000 Greenbriar Blvd., Wellington Florida 33414 and \_\_\_\_\_  
(hereinafter referred to as "Art Owner") whose address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Art Owner is desirous of donating to the Village the Art more particularly  
described on Exhibit "A" attached hereto and by this reference incorporated herein,  
("Art") on the terms and conditions more particularly described in this Agreement, and;

WHEREAS, the Village is desirous accepting such Art, and;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other  
good and valuable consideration of which the parties hereto acknowledge, the parties  
agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Art Owner hereby donates to the Village the Art herein. Art Owner  
represents, warrants and covenants that he, she, it owns the Art and transfers the  
same to the Village free and clear of all liabilities. For donation purposes herein  
the parties value the Art as \_\_\_\_\_ Dollars. Upon execution of  
this Agreement the Art Owner transfers the ownership of the Art to the Village.  
The Art Owner agrees to execute any and all other documents reasonably  
necessary to effectuate the donation herein.
3. The Art Owner agrees to indemnify and hold the Village harmless from any and  
all matters, claims, actions, causes of action, inaction or actions resulting from or  
arising from this Agreement with the exception of the willful or wanton acts of  
the Village.
4. This Agreement shall be construed in accordance with the laws of the State of  
Florida.
5. Should any dispute arise from this Agreement venue shall lie in Palm Beach  
County, Florida.
6. This Agreement is binding upon the parties hereto, their heirs, successors and  
assigns.
7. This Agreement may not be assigned without the prior written consent of the non-  
assigning party, which consent shall not be unreasonably withheld.
8. The undersigned parties agree that the donated art listed herein shall not be given  
or donated to any other entity or organization and that the Village shall be the sole  
owner of same art.

9. Should any dispute arise from this Agreement the prevailing party shall be entitled to reasonable attorney's fees and court costs including all appellate proceeding.
10. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

**DONE THE DAY AND YEAR ABOVE STATED.**



Witnesses: The Village of Wellington

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Darell Bowen, Mayor

Approved as to form and Legal Sufficiency Attests: \_\_\_\_\_

By: \_\_\_\_\_ Awilda Rodriguez, Village Clerk

\_\_\_\_\_ Village Attorney

**STATE OF FLORIDA**  
**COUNTY PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by Darell Bowen, on behalf of the Village of Wellington, a municipal corporation. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_

Notary Public

My Commission Expires

Witnesses: Art Owner

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Print: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ Art Owner a \_\_\_\_\_, on behalf of Art Owner. He / She is personally known to me or has produced \_\_\_\_\_ as identification.

By: \_\_\_\_\_

Notary Public

My Commission Expires

EXHIBIT "A"

# Art in Public Places Entries 2008-2009

| Name of Artist        | Type of artwork   | Loan or Donation | Approval | Value of Artwork | Dimensions               | Location of Artwork |
|-----------------------|---|------------------|----------|------------------|--------------------------|---------------------|
| Ruth Bergman          | Painting - "From My Heart"                                | Loan 6 months    |          | \$500            | 28" x 32"                | Admin               |
| Ruth Bergman          | Painting - "A Vase of Anemones"                           | Loan 6 months    |          | \$500            | 28" x 32"                | Admin               |
| Cecile Eskin          | Painting - "Magnolias"                                    | Loan 6 months    |          | \$250            | 20" x 24"                | WCC Lower Lobby     |
| Cecile Eskin          | Painting - "Woody"  | Loan 6 months    |          | \$300            | 39 1/2" x 27 1/2"        | WCC Lower Lobby     |
| Stanley Eskin         | Painting - "Oriental Woman"                               | Loan 6 months    |          | \$750            | 17 1/2" x 22 1/4"        | WCC Lower Lobby     |
| Stanley Eskin         | Painting - "Mixed Flowers"                                | Loan 6 months    |          | \$950            | 25 1/2" x 31 1/2"        | WCC Lower Lobby     |
| Rick Evans            | Painting - "Life is a Beach"                              | Loan 6 months    |          | \$3,600          | 60" x 84"                | Village Park Lobby  |
| Corrine Ingerman      | Painting - "Quiet Place"                                  | Loan 6 months    |          | \$1,000          | 20" x 24"                | Clerk's Office      |
| Leslie Pfeiffer       | Painting - "Reflection"                                   | Loan 6 months    |          | \$300            | 16 x 20                  | WCC Main Lobby      |
| Pamela Grumsha        | Painting - "Tranquility"                                  | Loan 6 months    |          | \$175            | 20" x 16"                | WCC Lower Lobby     |
| Joanne Baker Macleod  | Painting - "Mounts Botanical Gardens"                     | Loan 6 months    |          | \$500            | 25" x 36"                | Admin               |
| Joyce Rogers          | Painting - "Sunday on Delray Beach"                       | Loan 6 months    |          | \$550            | 30" x 49"                | Village Park Lobby  |
| Joyce Rogers          | Painting - "Hawaiian Flowers"                             | Loan 6 months    |          | \$350            | 20" x 24"                | PZ&B                |
| Susan Andreasen       | Painting - "Canine Crew"                                  | Loan 6 months    |          | \$6,500          | 41" x 49"                | Village Park Lobby  |
| Susan Andreasen       | Painting - "Contumacy"                                    | Loan 6 months    |          | \$4,500          | 36" x 48"                | Admin               |
| Susan Andreasen       | Painting - "Boys at Play"                                 | Loan 6 months    |          | \$1,500          | 25" x 20"                | Admin               |
| Tito Mangiola         | Painting - "Opera Madame Butterfly (homage to G. Puccini" | Loan 6 months    |          | \$1,200          | 20" x 30"                | WCC Lower Lobby     |
| Gary Kane             | Photography - "100 Faces of Wellington"                   | Loan 1 year      |          | \$21,250         | Varies: 16 x 20, 20 x 30 | WCC Lower Lobby     |
| Benjamin Kenagen      | Photography - "Crimson Dancers"                           | Loan 6 months    |          | \$200            | 16" x 20"                | WCC Lower Lobby     |
| Benjamin Kenagen      | Photography - "Mall Court"                                | Loan 6 months    |          | \$200            | 16" x 20"                | WCC Lower Lobby     |
| Melanie Hart          | Sculpture - "A New Spring Pup"                            | Loan 6 months    |          | \$2,700          | 16" x 10"                | WCC Main Lobby      |
| Wayne Hart            | Sculpture - "Florida's Catch"                             | Loan 6 months    |          | \$3,200          | 16" x 18"                | WCC Main Lobby      |
| Adrianne Hetherington | Other - Tile Mural  | Loan 6 months    |          | \$500            | 26" x 12"                | WCC Main Lobby      |
| <b>Total Value</b>    |   |                  |          | <b>\$49,975</b>  |                          |                     |

5. H

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** Citizens Volunteer Organization Guidelines**ACTION REQUESTED:** Discussion ☐ Approval ☒**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐**PUBLIC HEARING:** Yes ☐ No ☒**FIRST READING** ☐**SECOND READING** ☐**REQUEST:** Staff requests approval of guidelines that will govern the Citizens Volunteer Organization.**EXPLANATION:** The CVO is an external organization that is partnering with the Village to develop, prioritize, and implement a set of initiatives that will be evaluated on a project basis with priorities being realigned as necessary.

Staff has met with the CVO and PBSO to implement projects and propose procedures that will govern the CVO. Funding for certain projects will be attained through community partnerships, and private donations. Projects that do not require funding can be completed according to the project's timeline, pending staff liaison review. Projects will be approved/denied by the staff liaison.

If the Village has a budgeted project that may require volunteer assistance from the CVO, the Village may elect to include it in the CVO project prioritization list.

**Potential Project Priorities**

- Crime Watch Groups in target neighborhoods
- Neighborhood cleanup
- Village wide beautification
- "Crime Walks"
- Graffiti cleanup
- Parks & Recreation Activities
- Special Events to promote community awareness
- Painting, i.e., entrance walls, graffiti, etc.
- Distribution of supplies after hurricane or other incident
- Assist residents with code enforcement issues

- Develop strategies to improve transitional neighborhoods

**FISCAL IMPACT:** There shall be no fiscal impact to the Village as project funding will be attained from private donations and fundraising.

**RECOMMENDATION:** Staff recommends approval of these guidelines.

# Village of Wellington

## Citizens Volunteer Organization

### GUIDELINES

#### **Mission**

The Wellington Citizens Volunteer Organization is a community partnership that strives to bring together citizens and their government in order to accomplish projects and initiatives to improve the community and enhance the quality of life and public safety.

#### **Purpose**

The CVO is an external organization that is partnering with the Village to develop, prioritize, and implement a set of initiatives that will be evaluated on a project basis with priorities being realigned as necessary.

#### **Funding**

It is understood that certain projects will require funding for completion. Funding will be attained through community partnerships and private donations. Approval for all projects must be approved by the staff liaison (see below for recommendation requirements) prior to project implementation.

Projects that do not require funding can be prioritized by the CVO and completed according to the project's timeline, pending staff liaison review.

If the Village has a budgeted project that may require volunteer assistance from the CVO, the Village may elect to propose said project to the CVO for review and inclusion in the CVO project prioritization list.

#### **Potential Project Priorities**

- Crime Watch Groups in target neighborhoods
- Neighborhood cleanup
- Village wide beautification
- "Crime Walks"
- Graffiti cleanup
- Parks & Recreation Activities
- Special Events to promote community awareness
- Painting, i.e., entrance walls, graffiti, etc.
- Distribution of supplies after hurricane or other incident
- Assist residents with code enforcement issues
- Develop strategies to improve transitional neighborhoods

**PROCEDURES:**

**Membership**

There shall be four (4) members of the CVO that shall serve as the officers:

- President
- Vice-President
- Secretary
- Treasurer

Each prospective project will be presented to the collective membership of the CVO and all members will have an opportunity to question and voice concerns related to that project. After review of all project requirements, potential funding and membership concerns, the officers shall vote to determine if the project will be included in the project prioritization list.

Projects included in the prioritization list shall be reviewed and approved/denied by the staff liaison. The staff liaison has the ability to recommend Village sponsored projects to be included in the prioritization list.

**Project Priority Ranking:**

Each project can receive a maximum of 5 points from each of the officers for a total of 20 points in each area. There shall be 5 areas totaling 100 points possible per project. Voting members include: President, Vice-President, Secretary and Treasurer.

Projects shall be ranked on the following 5 criteria:

- Cost effectiveness use of volunteer hours and community donations
- Promote safety and crime prevention
- Improve beautification / restoration in transitional neighborhoods
- Encourage community awareness / neighborhood unity
- Benefit the community, Village wide

**Project Recommendations:**

Projects scoring above 70 points shall be reviewed by the staff liaison for approval. The staff liaison shall review the scope of the project, number of points received, potential funding needs, benefit to the community and review from the Village Risk Manager and Public Works Director.

**Project Implementation:**

The staff liaison shall assist with marketing and logistical execution of the project, once approved. The officers of the CVO shall delegate assignments to CVO members and determine a task force for each specific project. Not every member of the CVO is required to volunteer on every project. The officers shall meet at least one time per week with the staff liaison when a project is active until such time that the project is completed.

**Status Reports:**

After providing approval to begin a project, the staff liaison shall complete a one-page status report of the project as it reaches 25%, 50% and 75% completion. Upon 100% completion, an evaluation report shall be developed and submitted to the Village Manager and Council to determine the success level of the project.

6. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Presentation by Representative Joseph Abruzzo

**ACTION REQUESTED:** Discussion ☒ Approval ☐

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Presentation by Representative Joseph Abruzzo

**EXPLANATION:** Newly-elected to the Florida House of Representatives representing District 85, Representative Joseph Abruzzo has made a request to address the Village Council.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A



8. A

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** Forest Hill Boulevarding Improvements**ACTION REQUESTED:** Discussion ☒ Approval ☐**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐**PUBLIC HEARING:** Yes ☐ No ☒**FIRST READING** ☐**SECOND READING** ☐**REQUEST:** Staff requests approval of the overall concept for Forest Hill Boulevard improvements and approval for staff to proceed with implementation on Section One (State Road 80 to Wellington Trace North) as presented.**EXPLANATION:** In accord with the Economic Development Initiative, staff has developed a concept that incorporates existing and proposed elements to reinforce Forest Hill Boulevard as the main street for the Village of Wellington. The proposed concept provides connectivity between the landscape, hardscape and roadway elements to create a sense of place along the Forest Hill Boulevard corridor for visitors, residents and businesses. The concept can effectively be used in the future in other areas to create a unified Wellington image.

Additional information will be provided in a staff presentation.

**FISCAL IMPACT:** Funding exists in the 2008/2009 capital improvement budget for the proposed Section One improvements from the following sources:

|                                   |                |
|-----------------------------------|----------------|
| Forest Hill Signalization Project | \$275,000      |
| Forest Hill Boulevard Project     | <u>164,000</u> |
| Section One total estimated costs | \$439,000      |

**RECOMMENDATION:** Staff recommends approval of the Forest Hill Boulevarding improvements concept and approval to proceed with improvements to Section One.

8. B

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** ORDINANCE 2009-02 REGARDING TRAFFIC SAFETY AND RED LIGHT ENFORCEMENT

AN ORDINANCE REGARDING TRAFFIC SAFETY; PROVIDING FOR INTENT AND DEFINITIONS; ESTABLISHING A RED LIGHT AND ENFORCEMENT PROGRAM WITHIN THE VILLAGE OF WELLINGTON AUTHORIZING THE VILLAGE TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING FOR ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEAL HEARING, PENALTIES, IMPOSITION OF ADMINISTRATIVE COSTS AND COLLECTIONS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR REVENUES AND EXPENDITURES FROM THIS ACTIVITY TO BE ACCOUNTED FOR WITHIN A SEPARATE INDEX WITHIN THE VILLAGE OF WELLINGTON; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐**PUBLIC HEARING:** Yes ☒ No ☐**FIRST READING** ☐**SECOND READING** ☒**REQUEST:** Village Council approval of Ordinance 2009-02 regarding Traffic Safety and establishing a Red Light and Enforcement Program within the Village of Wellington.

**EXPLANATION:** The Village has seen a tremendous increase in traffic density, especially along the Forest Hill corridor. This has led to a corresponding increase in events in which motorists fail to obey duly erected traffic control devices, which exposes its citizens to the dangers of personal injury and property damage. The Village is concerned about the safety of all its residents, businesses, and guests. This concern becomes greater as budget cuts and the increased need of the Palm Beach County Sheriff's office to patrol specific areas leads to an inability to effectively monitor and enforce state statutes regarding traffic signals within the Village. The Village thus seeks to achieve the following:

1. Amend the Village's Code of Ordinances, making failure to obey to duly constructed red light control structures a violation of Village Ordinances.
2. Implement a red light traffic infraction system by which the Village:
  - a. Captures the infractions
  - b. Notifies the offender
  - c. Collects fines
  - d. Provides appropriate appeals process

- e. Reports enforcement activities to the residents and Village Council
- 3. Allow for the use of unmanned, photographic systems to be used to monitor and enforce the ordinance.

**FISCAL IMPACT:** The primary purpose of this ordinance and program is the continued safety of the public. However, the Village will enter into an appropriate agreement of services which will guarantee at the minimum cost neutrality and may ultimately provide additional revenues for the Village. The estimated revenues will be determined after completion of vendor and site evaluations.

**RECOMMENDATION:** Approval of Ordinance 2009-02.

**ORDINANCE NO. 2009-02**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA CHAPTER 62 TRAFFIC AND VEHICLES BY ENACTING ARTICLE IV "DANGEROUS INTERSECTION SAFETY ACT"; PROVIDING FOR RECORDED IMAGE MONITORING, DEFINITIONS, AN INTRODUCTORY PERIOD, REVIEW OF RECORDED IMAGES, NOTICES, HEARING, ENFORCEMENT AND PENALTIES RELATED TO A VIOLATION OF THIS ARTICLE, ALSO KNOWN AS A "RED LIGHT ZONE INFRACTIONS"; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, the running of red lights causes a safety hazard affecting every citizen and traveler in the Village of Wellington;

**WHEREAS**, the Village Council wishes to reduce the running of red lights by creating an additional enforcement mechanism; and

**WHEREAS**, the use of unmanned cameras can be effective in enforcing law requiring vehicles to stop for red lights, thereby freeing law enforcement officers to respond to other, often more significant incidents and crime; and

**WHEREAS**, Section 316.002 and 316.008, *Florida Statutes*, authorize municipalities to adopt local legislation to control traffic and parking within its jurisdiction; and

**WHEREAS**, Attorney General Opinion 2005-41, dated July 12, 2005, (the "Opinion") confirms that authority of a municipality under the state law to enact an ordinance in order to monitor violations of traffic signals within its jurisdiction by using unmanned cameras to monitor intersections and record traffic violations; and

**WHEREAS**, the Opinion also provides that local government may not issue traffic citations under state law for violations observed by unmanned cameras which have not otherwise been observed by law enforcement officers; and

**WHEREAS**, in order to be consistent with the Opinion, the Village should not utilize the uniform traffic citation prescribed by Chapter 316, *Florida Statutes*, but may utilize Chapter 162, *Florida Statutes*, to enforce a traffic violation which may be considered a serious threat to the public health, safety and welfare and irreparable or irreversible in nature; and

**WHEREAS**, the Village of Wellington, finds it to be fair and reasonable to use the same procedure employed by the state to enforce toll violations through

unmanned cameras and further finds that violations for failing to stop at a red light constitute serious threats to the public health, safety and welfare of the community and violations that are irreparable or irreversible and are itinerant and transient in nature, all as set forth in Chapter 162, Florida Statutes; and

**WHEREAS**, the Village of Wellington finds that implementation of the enforcement program as set forth herein will promote and protect the health, safety and welfare of its citizens, consistent with the authority of an limitations on the Village of Wellington, pursuant to the Florida Constitution and Florida Statutes; and

**WHEREAS**, the Village Council finds the adoption of this ordinance is in the best interest of the Village in order to provide for the use of unmanned cameras to enforce traffic regulations concerning the failure to stop at traffic lights on roads under Village jurisdiction.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA** that:

**SECTION 1:** The above stated recitals are hereby adopted and confirmed.

**SECTION 2:** Chapter 62 Traffic and Vehicles of the code of ordinances of the Village of Wellington is hereby amended by enacting a new Article IV, which shall be entitled "Dangerous Intersection Safety Act"; to read as follows:

#### **ARTICLE IV DANGEROUS INTERSECTION SAFETY ACT**

##### **Sec. 62-41 Intent.**

The purpose of this article is to authorize the use of an unmanned camera/monitoring system to promote compliance with red light signal directives as set forth in this article, and to adopt a civil enforcement system for red light signal violations. This article will also supplement law enforcement personnel in the enforcement of red light signal violation and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with other routine statutory enforcement techniques.

##### **Sec. 62-42 Use of Image Capture Technologies.**

The Village shall utilize image capture technologies as a supplement means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such law, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state or county laws related to red lights signal violations or conflict with such laws. Nothing herein shall

conflict with the primary jurisdiction of Palm Beach County to install and maintain traffic signal devices on county roadways. This article shall serve to enable the Village to provide enhanced enforcement and respect for authorized traffic signal devices. The violations and to thereby reduce accidents and injuries associated with such violations. The Village may utilize image capture technologies as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations. Notices of infractions issued pursuant to this article shall be addressed using the Village's hearing officer pursuant to this Article of the Village Code and not through uniform traffic citations or county courts. This shall not bar the use of uniform traffic citations and the county courts when Village laws enforcement personnel decide not to rely on this article as the enforcement mechanism for a specific violation.

**Sec 62-43 Definitions.**

The following definitions shall apply to this article:

- (a) **AUTHORIZED EMERGENCY VEHICLES.** Ambulances and vehicles operated by the fire department or law enforcement agency when responding to an emergency.
- (b) **HEARING OFFICER.** Hearing officer means a person the Village Council appoints to conduct appeals or other administrative hearings. Hearing officers must be members of the Florida Bar in good standing. All Village Special Magistrates appointed in accordance with Article V "Code Enforcement of Chapter 2 Administration", shall act as hearing officers under this Article.
- (c) **INTERSECTION.** The area embraced within the prolongation or connection of the lateral curb lines; or, if non, then the lateral boundary lines, of the roadways of two roads which join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads joining at any other angle may come in conflict.
- (d) **MOTOR VEHICLE.** Any self-propelled vehicle not operated upon rails or guide way, but not including any bicycle or electric personal assisted mobility device.
- (e) **NOTICE OF INFRACTION.** Means a citation issued for a violation of Section 62-44.
- (f) **OWNER/VEHICLE OWNER.** The person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term

shall also mean a lessee of a motor vehicle pursuant to a lease of six (6) months or more.

- (g) RECORD IMAGES. Images recorded by a traffic control signal monitoring system/device;
  - (1) Two or more photographs; or two or more digital images; or digital or video movies; or any other medium that display a violation; and
  - (2) Showing the rear of a motor vehicle and on at least one image, clearly identifying the license plate number of the vehicle.
- (h) RED ZONE INFRACTION. A traffic offense whereby a traffic control signal monitoring system established that a vehicle entered an intersection controlled by a duly erected traffic control device at a time when the traffic control signal for such vehicle's direction of travel was emitting a steady red signal.
- (i) SPECIAL MAGISTRATE. The Village's Code Enforcement Special Magistrate, as described in Chapter 2 administration at Article IV Code Enforcement of the Village Code.
- (j) TRAFFIC INFRACTION REVIEW OFFICER. Any Village Code Enforcement Officer or employee designated, pursuant to Sec. 62-47 (b) herein, to review recorded images and issue red zone infractions based upon those images.
- (k) TRAFFIC CONTROL SIGNAL. A device exhibiting different color lights or colored lighted arrows successively, one at a time or in combination. Using only the colors green, yellow, and red, which indicate and apply to drivers of motor vehicles as provided in Section 316.075 F.S.
- (l) TRAFFIC CONTROL SIGNAL MONITORING SYSTEM/DEVICE. An electronic system consisting of one or more vehicle sensors, working in conjunction with a traffic control signal, still camera and video recording device, to capture and produce recorded images of motor vehicles entering an intersection against a steady red light signal indication.

**Sec 62-44 Adherence to Red Light Traffic Control Signals.**

Any motor vehicle that approaches an intersection at which a steady red traffic control signal is displayed shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection, and shall remain stationary until a green indication is shown on the traffic control signal. After the motor vehicle has stopped, the vehicle may make a right turn in accordance with law.

**Sec 62-45 Violation.**

A violation of this article, known as red zone infraction, shall occur when a motor vehicle does not comply with the requirements of Sec 62-44. Violation shall be enforced pursuant to Sec. 62-47 – 62-57.

**Sec 62-46 Ninety Day Notice: Introductory Period.**

The Sheriff's District Commander shall notify the Village Manager when the red light camera system is operating correctly at the initial location established. For the ninety (90) days following said notification, unless the driver of a vehicle received a citation from a Village law enforcement officer at the time of a red zone infraction in accordance with routine traffic enforcement techniques, the vehicle owner shall receive a warning in the form of a courtesy notice of violation. Commencing ninety-one (91) days after the above referenced notification the vehicle owner is subject to the enforcement provisions herein and no warning shall be given pursuant to this article.

**Sec 62-47 Review of Recorded Images.**

- (a) The owner of any vehicle that is captured by recorded images committing a red zone infraction shall be issued a notice of infraction (hereinafter also known as a "notice"). The recorded image shall be sufficient grounds to issue a notice.
- (b) The Traffic Infraction Review Officer shall review recorded images prior to the issuance of a notice to ensure the accuracy and integrity of the recorded images. Once the Traffic Infraction Review Officer has verified the accuracy of the recorded images, he or she shall complete a report, and a notice shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicle or the address on record with the appropriate agency having such information in another state. The notice to the owner shall be sent no later than 10 days after the date of the violation. The notice shall be sent by certified mail return receipt requested.



**Sec 62-48 Notice of Infraction.**

Notice of red zone infraction shall be served via certified mail, and shall include at a minimum:

- (a) The name and address of the vehicle owner
- (b) The license plate number and registration number of the vehicle;
- (c) The make, model, and year of the vehicle;
- (d) Notice that the infraction charged is pursuant to this article;
- (e) The location of the intersection where the infraction occurred;
- (f) Notice that there are recorded images relating to the vehicle and a statement that the recorded images are evidence of a red zone infraction;
- (g) Recorded images depicting the infraction;
- (h) A signed statement by the Traffic Infraction Review Officer that, based on inspection of recorded images, the vehicle was involved in and was utilized to commit a red zone infraction.
- (i) The civil fine and date by which it must be paid.
- (j) Recorded images depicting the violation.
- (k) The procedures for payment of the civil fine and contesting the notice of infraction;
- (l) A statement warning that failure to pay the civil fine or to contest liability in a timely manner will be considered an admission of liability.

**Sec. 62-49 Vehicle Owner Responsibilities.**

(a) An owner who receives a notice of infraction shall, within thirty (30) days of the date of the notice of infraction either:

- 1. Pay the assessed civil fine as instructed on the notice; or
- 2. File a Notice of Appeal under Section 62-50 to contest the notice of infraction which must contain the owner's notarized statement as to the grounds for the appeal.

(b) Any owner who does not comply with these provisions within thirty (30) days from the date of the notice of infraction admits liability and waives the right to contest the notice of infraction.

(c) The failure to pay the assessed civil penalty and failure to appear before the Hearing Officer to contest the notice will be considered an admission of liability and in such case an order may be entered against the violator for an amount up to the maximum civil penalty, plus any administrative costs.

**Sec 62-50 Appeal to Hearing Officer**

(a) Any owner who wants to challenge the infraction shall file with the Village a Notice of Appeal, which shall include a notarized statement explaining the grounds for appeal and any supporting papers the owner desires.

(b) All Notices of Appeal shall be reviewed by the Hearing Officer within 30 days of the Village's receipt of a Notice of Appeal. At the preliminary review, the Hearing Officer may dismiss the infraction or schedule the appeal for hearing. At the preliminary review, the hearing officer will only consider the Notice of Infraction issued by the Village and Notice of Appeal filed by the vehicle owner. No other evidence or argument will be allowed, at that time.

(c) If the infraction is not dismissed by the Hearing officer based upon the owner's notarized statement, then the City shall schedule a hearing before a Hearing Officer within sixty (60) days after the City's receipt of the Notice of Appeal. A notice of hearing shall be sent to the owner no less than ten (10) days before the hearing by certified U.S. mail at the same address to which the notice of infraction was sent unless the owner has provided a different address. The following shall be permissible grounds for an appeal:

1. The vehicle was stolen or otherwise legally not under the care, custody, or control of the owner at the time of the infraction;
2. The vehicle violated the steady red traffic control signal to comply with other laws;
3. The vehicle violated the steady red traffic control signal to reasonably protect the property or person of another;
4. The steady red traffic control signal was inoperable or malfunctioning; or
5. Any other good cause the Hearing Officer deems sufficient.

(c) The Code Enforcement Officer or employee who reviewed the Recorded images shall testify at the hearing. The owner, or his or her duly authorized representative, may also present testimony and evidence.

(d) Recorded images indicating a red light infraction, verified by a Code Enforcement Officer, are admissible in any proceeding before the Hearing Officer to enforce the provisions of this Article, and shall constitute prima facie evidence of the violation.

(e) Unless a stolen vehicle report has been filed with the appropriate law enforcement agency, it is presumed that the person registered as the owner with the Florida Department of Highway Safety and Motor Vehicles or any other State vehicle registration office is responsible for the operation of the vehicle at the time of a red light infraction.

(f) Formal rules of evidence shall not apply at the hearing on the appeal and any relevant evidence may be admitted. Hearsay evidence may be admitted, but shall not form the sole basis upon which the Hearing Officer's decision is made. Irrelevant and unduly repetitious evidence may be excluded. The hearing shall be conducted in a manner to ensure that procedural and substantive due process is afforded the owner.

(g) The Hearing Officer shall issue a written order either granting or denying the appeal. If the appeal is denied, the owner shall pay the originally assessed civil fine and any assessed costs within thirty (30) days of the date of the written order.

(h) All decisions by the Hearing officer shall be final and reviewable by writ of certiorari to Palm Beach County Circuit Court.

**Sec. 62-51 Administrative Charges.**

Should an appeal be denied, the Hearing Officer may assess the owner administrative charges in the amount of the City's actual costs of the appeal. The owner is also responsible for payment of any costs incurred by the City in any legal proceedings instituted to collect money due under this Article.

**Sec. 62-52 Collection of fines.**

Collection of fines shall be accomplished by any means allowed by law.

**Sec. 62-53 Exceptions.**

This article shall not apply to red zone infractions involving vehicle collisions (unless no citation or charge is issued for a violation of a state related to said collision) or to any authorized emergency vehicle responding to a bona fide emergency; nor shall a notice be issued on any day where the operator of the vehicle was issued a traffic citation for violating the state statute regarding the failure to stop at a red light for the same event or incident.

**Sec. 62-54 Penalty.**

(a) A violation of this article shall be deemed a non-criminal, non-moving violation for which a civil penalty, shall be assessed. As the violation relates to this article and not the *Florida Statutes*, no points as otherwise provided in Section 322.27, F.S. shall be recorded on the driving record of the vehicle owner or responsible party.

(b) A violation of this Article is a civil, noncriminal infraction. A civil fine in the amount of \$125.00 shall be assessed for the first two (2) violations and civil fine in the amount of \$250.00 shall be assessed for the third and any subsequent violation by the owner in any three (3) year period.

(c) Any owner who fails to appeal within thirty (30) days or is unsuccessful on appeal and then fails to pay the assessed fine for a notice of infraction under this Article shall be refused or denied the right to obtain and maintain any City permits or licenses, including, but not limited to, occupational licenses (business tax receipts) and building permits until the civil fine and any assessed costs of appeal are paid in full.

**Sec. 62-55 Enforcement.**

This article may be enforced by any means available to the Village.

**Sec. 62-56 Signage.**

- (a) The Village shall, to the extent practicable, at the primary motor vehicle entry points to the Village, cause to be erected and maintained signs, which substantially meet the design specifications, indicated herein below at sub-section (b), which provide notice of this article. Failure to erect, maintain or create these signs shall not invalidate or impair any enforcement of this article.
- (b) Signage shall use the following language written so that it may be readily observed from the adjacent roadway:

NOTICE OF TRAFFIC MONITORING

CERTAIN INTERSECTIONS WITHIN THE VILLAGE  
ARE SUBJECT TO RED LIGHT TRAFFIC SIGNAL  
ENFORCEMENT BY PHOTOGRAPHIC MEANS:  
NOTICES OF VIOLATION MAY BE ISSUED TO  
VEHICLE OWNERS AND/OR OPERATORS FOR THE  
VIOLATION OF TRAFFIC SIGNALS.

**Sec. 62-57 – 62-61 Reserved.**

**SECTION 3:** All Ordinances or part of Ordinances in conflict be and the same are hereby repealed.

**SECTION 4:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 5:** Specific authority is hereby granted to codify this Ordinance.

**SECTION 6:** This Ordinance shall become effective immediately upon adoption of the Village Council of the Village of Wellington following second reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of January, 2009.

**VILLAGE OF WELLINGTON**

|  | <b>FOR</b> | <b>AGAINST</b> |
|--|------------|----------------|
| BY: _____<br>Darell Bowen, Mayor           | _____      | _____          |
| _____<br>Dr. Carmine A. Priore, Vice Mayor | _____      | _____          |
| _____<br>Lizbeth Benacquisto, Councilwoman | _____      | _____          |
| _____<br>Matt Willhite, Councilman         | _____      | _____          |

**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

8. C

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** ORDINANCE 2009-03 CHANGES TO CHAPTER 18 OF THE VILLAGE OF WELLINGTON CODE OF ORDINANCES

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Staff proposes to replace Chapter 18 of the Village of Wellington Code of Ordinances in it's entirety. Approval of the Amendments to the Florida Building Code (FBC) 2007 Chapter 1 Administration" to maintain statutory compliance – Under state law the Village is required to re-adopt and re-submit local administrative amendments to Florida Building Code (FBC) Chapter 1 during the current adoption cycle.

**EXPLANATION:** To provide an administrative chapter for enforcement of the new 2007 Florida Building Code adopted by the State of Florida and going into effect on March 1, 2009, as well as adopting 2007 property maintenance code for the Village of Wellington. The Village Council is empowered to adopt these amended regulations under the authority contained in Chapters 489 and 553 Florida Statutes.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Staff recommends approval to repeal the current language contained within Chapter 18 of the Village of Wellington Code of Ordinances in its entirety and insert the attached language currently titled "Amendments to the Florida Building Code (FBC) 2007 Chapter 1 Administration".

**ORDINANCE NO. 2009-03**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA RELATING TO BUILDING CODES AND THE ADOPTION OF THE 2007 EDITION OF THE FLORIDA BUILDING CODE AS REQUIRED BY STATE STATUTE; ADOPTING A LOCAL ADMINISTRATION SECTION AS PROVIDED FOR IN THE STATE BUILDING CODE BASED UPON THE BUILDING CODE ADVISORY BOARD OF PALM BEACH COUNTY MODEL; AMENDING SEC. 18.31 (b) (1) and (2) REGARDING THE ADOPTION OF THE GROUP OF CODES KNOWN AS THE 2007 FLORIDA BUILDING CODE, INCLUDING THE BUILDING CODE, THE NEC ELECTRICAL CODE, THE FLORIDA FIRE PREVENTION CODE, THE PLUMBING CODE, THE FUEL GAS CODE AND THE MECHANICAL CODE; REPEALING AND READOPTING SEC. 18.32, WELLINGTON BUILDING CODE ADMINISTRATIVE CODE, IN ITS ENTIRETY; AMENDING SEC. 18.33 AMENDMENTS TO THE FLORIDA BUILDING CODE TO REFERENCE THE CHANGED SECTION REFERENCES OF THE STATE BUILDING CODE AND ADOPTING A WINDSPEED MAP; REPEALING CHAPTER 32 "FLOODS" IN ITS ENTIRETY; ENACTING A NEW ARTICLE III "FLOOD DAMAGE PREVENTION"; PROVIDING FOR CODIFICATION; PROVIDING AN ADOPTION DATE; AND, PROVIDING A CONFLICTS CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 553 Florida Statutes was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation, and enforcement of a single, unified state building code, to be called the Florida Building Code; and

**WHEREAS**, The Florida Building Commission has produced an updated version of the Florida Building Code titled the Florida Building Code 2007 for implementation; and

**WHEREAS**, The Florida Building Code 2007 consists of a single set of documents that apply to the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures, or facilities in this state and to the enforcement of such requirements and which will allow effective and reasonable protection for public, safety, health and general welfare for all the people of Florida at the most reasonable cost to the consumer; and

**WHEREAS**, the Florida Legislature has adopted legislation implementing the Florida Building Code 2007 Edition effective January 1, 2009; and

**WHEREAS**, it is the intent of the Legislature that municipalities shall have the power to inspect all buildings, structures, and facilities within their jurisdictions in the interest of protecting the public health, safety, and welfare pursuant to Chapter 166.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, that:**



**SECTION 1.** Chapter 18, “Buildings and Building Regulations”, Article II “Technical Codes”, Section 18-31 “Village Building Codes” of the Village of Wellington’s Code of Ordinances is hereby amended to read as follows:

**ARTICLE II. TECHNICAL CODES**

**Sec. 18-31. Village building codes.**

- (a) *Authority.* This chapter is promulgated pursuant to Chapter 553, Florida Statutes.
- (b) *Codes adopted by reference.* The building official shall enforce the following, which are adopted by reference and as may be amended by this article.
  - (1) The group of codes known as the Florida Building Code 20047.
    - a. Building.
      - 1. NEC Electrical Code.
      - 2. Florida Fire Prevention Code.
    - b. Plumbing.
    - c. Fuel gas.-
    - d. Mechanical.
  - (2) International Property Maintenance Code, 20036 edition as published by the International Code Council, Inc.

**Section 2.** Chapter 18 “Buildings and Building Regulations”, Article II, “Technical Codes” of the Village of Wellington’s Code of Ordinances is hereby amended by repealing Section 18-32 “Wellington Building Code Administrative Code” in its entirety and enacting a new Section 18-32 “Wellington Building Code Administrative Code” to read as follows:

**Sec. 18-32. Wellington Building Code Administrative Code.**

~~The purpose of the Wellington Building Code Administrative Code is to provide for a means of properly enforcing the codes adopted by reference in Section 18-31.~~

**CHAPTER 1  
ADMINISTRATION**

**SECTION 101**

**GENERAL**

**101.1 Title.** These regulations shall be known as the *Florida Building Code* hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures as herein amended by the Village of Wellington.

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *Florida Building Code, Residential*.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with ~~Chapter 34 of this code.~~ the *Florida Building Code, Existing Building*.

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted. Appendices specifically adopted are Appendix G – Flood Resistant Construction.

**101.3 Intent.** The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

**101.3.1 Quality Control.** Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

**101.3.2 Permitting and Inspections.** The permitting and inspection of any building, system, or plan by Village of Wellington, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan, or their adequacy. Village of Wellington shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Department employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28(9)(a) *Florida Statutes*, as may be amended.

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

**101.4.1 Electrical.** The provisions of Chapter 27 of the *Florida Building Code*, Building shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**101.4.2 Gas.** The provisions of the *Florida Building Code*, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

**101.4.3 Mechanical.** The provisions of the *Florida Building Code*, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

**101.4.4 Plumbing.** The provisions of the *Florida Building Code*, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

**101.4.5 ~~Property maintenance.~~ Reserved. Existing Buildings.** The provisions contained within the 2006 International Property Maintenance Code as published by the International Code Congress shall establish the minimum standards for maintenance of; interior and exterior structure, required light and ventilation, required space and maximum number of occupants, minimum plumbing requirements, minimum heating requirements, minimum electrical system requirements and other requirements applicable to all structures currently in existence within the Village of Wellington.

**101.4.6 Fire prevention.** For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

**101.4.7 Energy.** The provisions of Chapter 13 of the *Florida Building Code*, Building shall apply to all matters governing the design and construction of buildings for energy efficiency.

**101.4.8 Accessibility.** For provisions related to accessibility, refer to Chapter 11 of the *Florida Building Code*, Building.

**101.4.9 Manufactured buildings.** For additional administrative and special code requirements, see section 428, *Florida Building Code*, Building, and Rule 9B-1 F.A.C.

## SECTION 102 APPLICABILITY

**102.1 General.** Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. 102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the

*Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

**102.2 Building.** The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in Chapter 34 of this code and the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (Section 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities, and permits shall be required for structural support and tie down, electrical supply, and all utility connections shall apply to such mobile or modular structures.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission or distribution of electricity.
- (g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other nonwood features.
- (i) Service provider water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

**102.2.1** In addition to the requirements of Section 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes* (Hospital Licensing and Regulation), and Part II of Chapter 400, *Florida Statutes* (Nursing Homes), shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

**102.2.2 Residential buildings or structures** Buildings or structures for residential uses moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound ~~for the windspeed requirements of the new location~~ and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the ~~Florida Building Code~~, Building applicable Florida Statutes for all ~~residential~~ buildings or structures of the same residential occupancy class.
7. The requirements of Florida Building Code, Existing Building are also satisfied.

**102.2.3** The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

**102.2.4** This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

**102.2.5** ~~Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency~~ Upon request of the owner or owner's representative Building Official may promulgate rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to replacing nonstructural components of building systems in the residence. Such request shall be submitted in writing to the Building Official

- ~~1. Addition, alteration or repair performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m<sup>2</sup>) or the square footage of the primary structure, whichever is less.~~
- ~~2. Addition, alteration or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.~~
- ~~3. Building and inspection fees. Each code exemption, as defined in this section, shall be certified to the local board 10 days prior to implementation and shall be effective only in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.~~

**102.2.6** This section Code does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

**Exception:** Electrical service connection to such playground equipment ~~shall be in accordance with Chapter 27 of this code.~~

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

**102.5 ~~Partial invalidity.~~** Reserved.

**102.6 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or *the Florida Fire Prevention Code*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

**102.7 Relocation of manufactured buildings.**

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the *Standard Building Code* (prior to March 1, 2002), the wind speed map of the *Standard Building Code* shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

**SECTION 103  
BUILDING DEPARTMENT**

**103.1 Establishment.** There is hereby established a department to be called the building department and the person in charge shall be known as the building official. All code officials employed by the department shall be certified in accordance with Chapter 468, Part XII, *Florida Statutes*

**103.2 Employee Qualifications**

**103.2.1 Building official's qualifications.** The building official shall have at least ten years combined experience as an architect, engineer, construction code official, contractor or construction superintendent with at least five years of such experience in supervisory positions. The building official shall be certified as a building official or building code administrator by the State of Florida

**103.2.2 Chief inspector qualifications.** The building official, with the approval of the governing authority, may designate chief inspectors to administer the provisions of the Building, Electrical, Gas, Mechanical, and Plumbing Codes. Each chief inspector shall have at least ten years combined experience as an architect, engineer, construction code official, contractor or construction superintendent with at least five years of such experience in supervisory positions.

**103.2.3 Plans examiner and inspector qualifications.** The building official, with the approval of the applicable governing authority, may appoint or hire such number of officers, plans examiners, inspectors, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as a plans examiner or inspector of construction who has not had at least five

years experience as a building inspector, engineer, architect, or as a superintendent, foreman, or competent mechanic in charge of construction, in the corresponding trade. The plans examiners and inspectors shall be certified, through the State of Florida for the appropriate trade.

**103.2.4 Deputy building official qualifications.** The building official may designate as a deputy an employee in the department who shall, during the absence or disability of the building official, exercise all the powers of the building official. The deputy building official shall have the same qualifications listed in 103.2.1.

~~103.4 Liability. Any current or former officer or employee, or member of the Construction Board of Adjustment and Appeals, charged with the enforcement of this code and acting for the applicable governing authority in the discharge of its duties, shall not thereby render himself/herself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties. Any suit brought against any current or former officer or employee or member because of such act performed in the enforcement of any provision of this code shall be defended by the agency or applicable governing authority until the first termination of the proceedings.~~

## SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

**104.1 General.** ~~Reserved.~~ The building official is hereby authorized and directed to enforce the provisions of this code. The building official is further authorized to render interpretations of this code, which are consistent with its spirit and purpose.

**104.2 Applications and permits.** ~~Reserved.~~

**104.3 Notices and orders.** ~~Reserved.~~

**104.4 Inspections.** ~~Reserved.~~

**104.5 Identification.** ~~Reserved.~~

**104.6 Right of entry.** ~~Reserved.~~

**104.26.1** Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this code. If such building or premises are occupied, he/she shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having

charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

**104.26.2** When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

~~**104.7 Department records.** Reserved.~~ **Requirements not covered by code.** Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

~~**104.8 Liability.** Reserved.~~

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

**104.9.1 Used materials and equipment.** The use of used, recycled, or reclaimed materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

~~**104.10 Modifications.** Reserved.~~

**104.11 Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the *SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

**104.11.1 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

**104.11.2 Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and



accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

**104.11.3 Accessibility.** Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11-2.2.

## SECTION 105 PERMITS

**105.1 Required.** Any contractor, owner, or ~~authorized agent~~ authorized in accordance with *Florida Statute 489* who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

**105.1.1 Annual facility permit.** In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural ~~office~~ system(s), the building official is authorized to issue an annual permit ~~to the Maintenance Manager for any Group F occupancyes,, to multi building facilities, and to contractors replacing system components in residential properties,~~ to facilitate routine or emergency service, repair, refurbishing, ~~minor renovations~~ component replacement of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility work sites as deemed necessary. An annual facility permit shall be assessed ~~with~~ an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

**105.1.2 Annual permit records.** The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have reasonable access to such records ~~at all times or such records shall be filed with the building official as designated upon request. The permit holder shall list/identify all work performed on a form approved by the building official. At the end of the permit validation period, a copy of the log shall be filed with the building official. In addition, contractors replacing system components under an annual permit shall register all such work within three (3) business days with the building official for code compliance follow up evaluations utilizing trade certification forms supplied by the building official, and shall pay a unit fee to fund the code compliance follow up. The building official is authorized to revoke or withhold the issuance of the future annual permits if code violations are found to exist.~~

**105.1.3 Food permit.** As per Section 500.12, *Florida Statutes*, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

**105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

**Gas:**

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

**Mechanical:**

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

**Plumbing:**

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets. This does not include water heaters.

**Electrical:**

1. Repair or replacement of like common household electrical fixtures, switches, and outlets on the load side of the electrical source.

**105.2.1 Emergency repairs.** Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. Prior notification shall be given to the building official including the work address, nature of emergency and scope of work.

**105.2.2 Minor repairs.** Ordinary minor repairs or installation of replacement parts may be made with the prior approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage,

drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

**105.2.3 ~~Public service agencies.~~** Reserved.

**105.3 Application for permit.** To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), *Florida Statutes*. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

**105.3.1 Action on application.** The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

**105.3.1.1** If a state university, state community college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

**105.3.1.2** No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Electrical documents for any new building or addition for which the electrical system costs more than \$50,000. or requires an aggregate service capacity of 600 amperes (240 volts) or more on a residential electrical system or 800 amperes (240 volts) or more on a commercial or industrial electrical system.

- 1.2.Plumbing documents for any new building or addition for which the plumbing system costs more than \$50,000 or requires a plumbing system with more than 250 fixture units.

2.3. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3.4. Heating, ventilation and air-conditioning documents for any new building or addition for which the system costs more than \$50,000 or requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$50,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

**Example 1:** When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

**Example 2:** Consider a small single-story office building which consists of six individual offices where each office has a single 3-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

**NOTE:** It was further clarified by the Commission that the limiting criteria of 100 persons and \$50,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4.5. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and ~~stamped~~ sealed such document as provided in Section 471.025, *Florida Statutes*.

**105.3.2 Time limitation of application.** An application for a permit for any proposed work shall be deemed to ~~have been abandoned~~ expired 180 days six months after the date of filing, or for any six month period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The

extension shall be requested in writing a minimum 10 days prior to the expiration date and justifiable cause demonstrated. All requests for extension of time shall be assessed a fee equal to the minimum plan review fee. Expired applications shall be subject to destruction in accordance with state law. There may be fees or requirements from other government agencies for permit application extensions and renewals.

**105.3.3** An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: “NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.”

**105.3.4** A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency’s laws or ordinances.

**105.3.5 Identification of minimum premium policy.** Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers’ Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, *Florida Statutes*.

**105.3.6 Asbestos removal.** Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

**105.4 Conditions of the permit.**

**105.4.1 Permit intent.** A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall ~~become invalid~~ expire unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

**105.4.1.1** If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

**105.4.1.2** If a new permit is not obtained within ~~180 days~~ six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

**105.4.1.3** Work shall be considered to be in active progress when the permit has received an approved inspection within ~~180 days~~ six months. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

**105.4.1.4** ~~The fee for renewal, reissuance, and extension of a permit shall be set forth by the administrative authority.~~ Approval or denial of an extension request shall be in writing and signed by the building official. The applicant is required to pay a fee of 30 percent of the original permit or the minimum base fee whichever is greater, for this time extension. There may be fees or requirements from other government agencies for permit extensions and renewals.

**105.4.1.5** Every building permit issued shall be valid for a maximum period of two years from the date of original issuance regardless of any extensions granted in section 105.4.1.3 Any building permit work that has not received a certificate of occupancy or certificate of completion within two years from the date of original issuance shall be considered expired. If a new building permit is not obtained in accordance with section 105.4.1.2 herein, within 30 days of the expiration of the expired building permit, the construction shall be subject to unsafe structure abatement proceedings.

## **105.5 ~~Expiration. Reserved.~~ Revocation of permits**

**105.5.1 Misrepresentation of application.** The building official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

**105.5.2 Violation of code provisions.** The building official may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

**105.6 ~~Suspension or revocation.~~** Reserved.

**105.7 Placement of permit.** The building permit or copy shall be kept on the site of the work until the completion of the project.

**105.8 Notice of commencement.** As per Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 18-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

**105.9 Asbestos.** The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal" for additional requirements.

**105.10 Certificate of protective treatment for prevention of termites.** ~~A weather resistant job site posting board shall be provided to receive~~ Duplicate treatment certificates shall be provided as each required protective treatment is completed, ~~providing~~ supplying one a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

**105.11 Notice of termite protection.** A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

**105.12 Work starting before permit issuance.** Upon written request and written approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This

provision is only for the *Florida Building Code*, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

**105.13 Phased permit approval.** After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

**105.14 Permit issued on basis of an affidavit.** ~~Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans certification and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official.~~ The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes* or is exempt as stated in Part XXXII of Chapter 471 and 481, *Florida Statutes*.

## SECTION 106 CONSTRUCTION DOCUMENTS

**106.1 Submittal documents.** Construction documents, a statement of special inspections and other data shall be submitted in ~~one~~ two or more sets with each application for a permit. The construction documents shall be prepared by a design professional where required by the statutes. Where special conditions exist, the building official is authorized to require additional construction documents to be



prepared by a design professional. Electronic media documents shall be submitted in the approved format when required by the building official.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in Chapter 481, *Florida Statutes*, Part I, or engineering as provided for in Chapter 471, *Florida Statutes*, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by *Florida Statute*. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in Chapter 481, *Florida Statutes*, Part II, then he or she shall affix his or her seal to said drawings, specifications and accompanying data as defined in Section 481.303(6)(a)(b)(c)(d), *FS*.

**106.1.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents ~~are permitted to~~ shall be submitted in the approved format when ~~approved~~ required by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official (see also Section 106.3.5).

**106.1.1.1 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

**106.1.1.2 Roof assembly documents.** For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

**106.1.2 Means of egress. Reserved. Additional data.** The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

**106.1.3 Exterior wall envelope. Reserved. Quality of building plans.** Building plans Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through departmental policy, standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as

minimum and maximum sizes, shape, contrast, clarity, electronic format or other items related to records management.

**106.2** ~~Site plan.~~ Reserved.

**106.3 Examination of documents.** The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**Exceptions:**

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections.
2. Industrial construction on sites where design, construction and fire safety are supervised by ~~appropriate~~ licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to ~~local government option~~ approval by the building official, from review of plans and inspections, providing ~~owners~~ the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

**106.3.1 Approval of construction documents.** When the building official issues a permit, the construction documents shall be ~~approved~~ endorsed, in writing or by stamp, as “Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

**106.3.2 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

**106.3.3** ~~Phased approval. Reserved.~~ **Product approvals.** Those products which are regulated by DCA Rule 9B-72 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

**106.3.4 Design professional in responsible charge.** ~~Reserved.~~

**106.3.4.1 General.** ~~Reserved.~~

**106.3.4.2 Deferred submittals.** ~~Reserved.~~

**106.3.4.3** Certifications by contractors authorized under the provisions of Section 489.1 15(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under

Chapter 471, *Florida Statutes*, or Chapter 481 *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

**106.3.5 Minimum plan review criteria for buildings.** The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:

**Commercial Buildings:**

**Building**

1. Site requirements:
  - Parking
  - Fire access
  - Vehicle loading
  - Driving/turning radius
  - Fire hydrant/water supply/post indicator valve (PIV)
  - Set back/separation (assumed property lines)
  - Location of specific tanks, water lines and sewer lines
2. Occupancy group and special occupancy requirements shall be determined.
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
  - Fire-resistant separations
  - Fire-resistant protection for type of construction
  - Protection of openings and penetrations of rated walls
  - Fire blocking and draftstopping and calculated fire resistance
5. Fire suppression systems shall include:
  - Early warning smoke evacuation systems
  - Schematic fire sprinklers
  - Standpipes
  - Preengineered systems
  - Riser diagram
  - ~~Same as above~~
6. Life safety systems shall be determined and shall include the following requirements:
  - Occupant load and egress capacities
  - Early warning
  - Smoke control
  - Stair pressurization
  - Systems schematic
7. Occupancy load/egress requirements shall include:
  - Occupancy load
  - Gross

- Net
- Means of egress Exit access
- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways
- 8. Structural requirements shall include:
  - Soil conditions/analysis
  - Termite protection
  - Design loads
  - Wind requirements
  - Building envelope
  - Structural calculations (if required)
  - Foundation
  - Wall systems
  - Floor systems
  - Roof systems
  - Threshold inspection plan
  - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
  - Wood
  - Steel
  - Aluminum
  - Concrete
  - Plastic
  - Glass
  - Masonry
  - Gypsum board and plaster
  - Insulating (mechanical)
  - Roofing
  - Insulation
- 10. Accessibility requirements shall include the following:
  - Site requirements
  - Accessible route
  - Vertical accessibility
  - Toilet and bathing facilities
  - Drinking fountains
  - Equipment
  - Special occupancy requirements
  - Fair housing requirements
- 11. Interior requirements shall include the following:
  - Interior finishes (flame spread/smoke development)

- Light and ventilation
- Sanitation
- 12. Special systems:
  - Elevators
  - Escalators
  - Lifts
- 13. Swimming pools:
  - Barrier requirements
  - Spas
  - Wading pools

### **Electrical**

1. Electrical:
  - Wiring
  - Services
  - Feeders and branch circuits
  - Overcurrent protection
  - Grounding
  - Wiring methods and materials
  - GFCIs
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations

### **Plumbing**

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser

### **Mechanical**

1. Energy calculations
2. Exhaust systems:
  - Clothes dryer exhaust

Kitchen equipment exhaust  
Specialty exhaust systems

3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory

### **Gas**

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs

### **Demolition**

1. Asbestos removal

### **Residential (one- and two-family)**

1. Site requirements
  - Set back/separation (assumed property lines)
  - Location of septic tanks
2. Fire-resistant construction (if required)
- ~~3. Fire~~
- ~~4.~~3. Smoke detector locations
- ~~5.~~4. Egress
  - Egress window size and location stairs construction requirements
- ~~6.~~5. Structural requirements shall include:
  - Wall section from foundation through roof, including assembly and materials connector tables,
  - ~~wind~~ requirements, ~~structural~~ calculations (if required)
  - Termite protection
  - Design Loads
  - Wind requirements

Building envelope

Structural calculations (if required)

Foundation

Wall systems

Floor systems

Roof systems

7. ~~6.~~ Accessibility requirements: show/identify accessible bath

7. Electrical:

Electric service riser with wire sizes, conduit detail and grounding detail. Complete load calculations, Panel schedules

8. Mechanical

Energy calculations,. Equipment and location, Duct systems

9. Plumbing

Plumbing riser

10. Gas (relocation of section only)

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location

Riser diagram/shutoffs

## **Swimming Pools**

Barrier requirements

Spas

Wading pools

## **Exemptions.**

Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

~~2. Reroofs~~

~~3. Minor electrical, plumbing and mechanical repairs~~

~~4. Annual maintenance permits~~

~~5. Prototype plans~~

~~Except for local site adaptations, siding, foundations and/or modifications.~~

~~Except for structures that require waiver.~~

~~6. Manufactured buildings plan except for foundations and modifications of buildings which are constructed on site.~~

**106.4 Amended construction documents.** Work shall be installed in accordance with the approved reviewed construction documents, and any changes made during construction that are not in compliance

with the ~~approved~~ reviewed construction documents shall be resubmitted for ~~approval~~ review as an amended set of construction documents.

**106.5 Retention of construction documents.** One set of ~~approved~~ official construction documents shall be retained by the building official ~~for a period of not less than 180 days from date of completion of the permitted work, or~~ as required by *Florida Statutes*.

**106.6 Reserved.**

## SECTION 107 TEMPORARY STRUCTURES AND USES

**107.1 General.** The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

**107.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

**107.3 Temporary power.** The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the *Florida Building Code, Building*.

**107.4 Termination of approval.** The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

## SECTION 108 FEES

**108.1 Prescribed fees.** A permit shall not be issued until fees authorized under Section 553.80, *Florida Statutes*, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems has been paid.

**108.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

**108.3 Building permit valuations.** ~~Reserved.~~ If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building



official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, normal site work (excavation and backfill for buildings), architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), as published by International Code Congress, ~~with regional adjustments for location.~~

**108.4 Work commencing before permit issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty ~~of 100 percent of the usual permit fee~~ in addition to the required permit fees, as set in approved schedule of fees.

~~108.5 Related fees.~~ Reserved.

~~108.6 Refunds.~~ Reserved.

## SECTION 109 INSPECTIONS

**109.1 General.** Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

**109.1.1 Manufacturers and fabricators.** When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

**109.2 Preliminary inspection.** Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

**109.2.1 Existing building inspections.** Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in *Florida Building Code, Existing Building* may apply.

**109.3 Required inspections.** The building official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection. A complete survey, or special purpose survey may be required before an inspection is approved.

#### **A. Building**

1. **Foundation inspection.** To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:
  - Stem-wall
  - Monolithic slab-on-grade
  - Piling/pile caps
  - Footers/grade beams
2. **Framing inspection.** To be made after the roof, all framing, fireblocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:
  - Window/door framing
  - Vertical cells/columns
  - Lintel/tie beams
  - Framing/trusses/bracing/connectors (including truss layout drawings)
  - Draft stopping/fire blocking
  - Curtain wall framing
  - Energy insulation
  - Fire resistant joints and penetrations, as required (relocated from below)
  - Lath, as required (relocated from below)
  - Verify rough opening dimensions are within tolerances.
  - Accessibility.
3. **Sheathing inspection.** To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
  - Roof sheathing
  - Wall sheathing
  - Sheathing fasteners
  - Roof/wall dry-in.
  - Gypsum board, as required
  - Sheathing/cladding inspection
4. **Roofing inspection.** Shall at a minimum include the following building components:
  - Dry-in
  - Insulation
  - Roof coverings (including in-progress)

- Flashing
5. **Final inspection.** To be made after the building is completed and ready for occupancy.
  6. **Swimming pool inspection.**
    - First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
    - Perimeter piping inspection/pressure test to be made prior to backfill and preparation of the pool deck (if any).
    - Light niche/wet niche inspection. To inspect the bonding of underwater light fixtures prior to filling the pool with water.
    - Pool deck inspection to be made prior to placing concrete in the pool deck with all required bonding connections completed.
    - Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
    - In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.
    - Final electric inspection to be made prior to filling the swimming pool with water.
    - Final permanent barrier inspection to be made prior to filling the swimming pool with water.
  7. **Demolition inspections.**
    - First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
    - Final inspection to be made after all demolition work is completed.
  8. **Manufactured building inspections.** The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 423.27.20).
  9. Where impact-resistant coverings are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings to determine the following:
    - The system indicated on the plans was installed.
    - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

## **B. Electrical**

1. **Underground inspection.** To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.

2. **Rough-in inspection.** To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. **Low Voltage.** To be made for security, alarm, elevator, and special uses prior to being covered from view.
4. **Power release inspection.** To be made after all electrical equipment, devices, and fixtures are in place and properly connected or protected, prior to the release of an electrical meter for the purpose of testing the electrical system.
35. **Final inspection.** To be made after the building is complete, ~~all required electrical fixtures are in place and properly connected or protected,~~ and the structure is ready for occupancy.

### **C. Plumbing**

1. **Underground inspection.** To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. **Rough-in inspection.** To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. **Final inspection.** To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

**Note:** See Section 312 of the *Florida Building Code, Plumbing* for required tests.

### **D. Mechanical**

1. **Underground inspection.** To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.
2. **Rough-in inspection.** To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. **Final inspection.** To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

### **E. Gas**

1. **Rough piping inspection.** To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. **Final piping inspection.** To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so

concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. **Final inspection.** To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

**109.3.1 Footing and foundation inspection.** Reserved.

**109.3.2 Concrete slab and under floor inspection.** Reserved.

**109.3.3 Reinforcing steel and structural frames.** Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.

**109.3.4 Termites.** Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received. (also refer to Sections 105.10 and 105.11).

**109.3.5 Shoring.** For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

**109.3.6 Threshold building.**

**109.3.6.1** The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

**109.3.6.2** The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under s. 553 .71(7), may designate such building as a

threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

**109.3.6.3** The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

**109.3.6.4** Each enforcement agency shall require that, on every threshold building:

**109.3.6.4.1** The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

**109.3.6.4.2** Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

**109.3.6.4.3** All shoring and reshoring procedures, plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

**109.3.6.4.4** All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

**109.3.6.5** No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489. 105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

**109.3.6.6** The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

**109.3.7** ~~Energy efficiency inspections.~~ Reserved.

**109.3.8 Other inspections services. ~~Reserved.~~** The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction
2. For all major structural alterations
3. Where the concrete design is based on compressive strength (f 'c) in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square foot
6. For buildings more than 2 stories in height
7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be adequately present at all times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under Chapter 468, Part XII, *Florida Statutes*. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

**At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.**

**109.3.9 ~~Special inspections.~~ ~~Reserved.~~**

**109.3.10 ~~Final inspection.~~ ~~Reserved.~~ Inspections prior to issuance of Certificate of Occupancy or Completion.** The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the building official shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

**109.4 ~~Inspection agencies.~~ ~~Reserved.~~ Impact of construction.** All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the

storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed engineer shall be submitted to the inspector in order to receive approval of the final inspection.

**109.5 Inspection requests.** It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**109.6 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the ~~approval~~ written release of the building ~~official~~ inspector. The building ~~official~~ inspector, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building ~~official~~ inspector.

## SECTION 110 CERTIFICATES OF OCCUPANCY AND COMPLETION

**110.1 ~~Use and occupancy.~~ Certificate of Occupancy.** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

**110.2 Certificate issued.** After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.



5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

**110.3 Temporary/partial occupancy.** ~~The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.~~ A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashiers check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official. This provision is only for the *Florida Building Code*, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

**110.4 Certificate of Completion.** ~~A Certificate of Completion~~ Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

**110.5 Revocation.** The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

## **SECTION 111 SERVICE UTILITIES**

**111.1 Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official and a certificate of occupancy or completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

**111.2 Temporary connection.** The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy.

**111.3 Authority to disconnect service utilities.** The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the technical codes, this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life, ~~or~~ property, or unsafe condition. The building official shall notify the serving utility, and ~~wherever~~ whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

## **SECTION 112 ~~BOARD OF APPEALS~~ RESERVED TESTS**

**The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.**

## **SECTION 113 VIOLATIONS RESERVED**

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the authority having jurisdiction from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and

penalties of 162 *Florida Statutes* Part I shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under Florida Statute 468 Part XII are deemed "Code Inspectors", as defined in Florida Statute 162.04.

## **SECTION 114 ~~STOP WORK ORDER~~**

**114.1 Stop work orders.** ~~Authority. Whenever the building official finds any work regulated by this code being performed in a manner either~~ Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. ~~the building official is authorized to issue a stop work order.~~

**114.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

**114.3 Unlawful continuance.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

## **SECTION 115 ~~UNSAFE STRUCTURES AND EQUIPMENT~~ RESERVED**

**115.1 Unsafe buildings or systems.** All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with this Code. The extent of repairs shall be determined by the building official.

When the building official determines that an unsafe building, structure or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

**115.1.1** When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall, in accordance with established procedure for legal notices, give the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or

improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof.

**115.1.2** If necessary, such notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall cause to be posted at each entrance to such building a notice stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove such notice without written permission of the building official, or for any person to enter the building, or use such systems except for the purpose of making the required repairs or of demolishing same.

**115.1.3** The owner, agent or person in control shall have the right to appeal from the decision of the building official, as provided hereinafter, and to appear before the Construction Board of Adjustments and Appeals at a specified time and place to show cause why he should not comply with said notice.

**115.1.4** In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, after having ascertained the cost, shall cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, or required to remain vacant or unused.

**115.1.5** The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

**115.1.6** Costs incurred under 104.5.4 and 104.5.5 shall be charged to the owner of the premises involved. If charges are not paid within a ten (10) day period following the billing notification sent by certified mail, the owner of the premises will be charged in the following manner:

1. The building official shall assess the entire cost of such vacation, demolition, or removal against the real property upon which such cost was incurred, which assessment shall include but not be limited to all administrative costs, postal expenses, newspaper publication, and shall constitute a lien upon such property superior to all others except taxes.
2. The Village Clerk shall file such lien in the County's Official Record Book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall be effective from the date of filing and recite the names of all persons notified and interested persons. After three (3) months from the filing of

any such lien which remains unpaid, the governing body may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest from date of abatement of nuisance at the rate of 10 percent per annum and shall be enforceable if unsatisfied as other liens may be enforced by the governing agency.

## **SECTION 116**

### **CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS**

**116.1 Establishment** The establishment, powers, membership, terms, quorum and voting of the Construction Board of Adjustment and Appeals are set forth in Article VI, Division 7, Sections 2-327 through 2-330 of the Village of Wellington Code of Ordinances. Additionally the following shall apply:

**116.1.1 Secretary of board.** The building official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

**116.2 Powers.** The Construction Board of Adjustments and Appeals shall have the power, as further defined in 112.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.

**116.3 Additional Powers.** The Construction Board of Adjustments and Appeals shall also constitute the local board authorized under FS 489.113(4)(b) to hear complaints against state licensed contractors brought forward by the Building Official, or by Village citizens, with the power to deny, suspend or revoke the authority to obtain a permit or permits, if the local construction regulation board has found such contractor, through the public hearing process, to be guilty of fraud or a willful building code violation within the Village of Wellington.

#### **116.4 Appeals**

**116.4.1 Decision of the building official.** The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

**116.4.2 Variances.** The Construction Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

**116.4.2.1 Conditions of the variance.** In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

**116.4.3 Notice of appeal.** Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official.

**116.4.4 Unsafe or dangerous buildings or service systems.** In the case of a building, structure or service system, which in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

## **116.5 Procedures of the board.**

**116.5.1 Rules and regulations.** The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

**116.5.2 Decisions.** The Construction Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

**SECTION 117**  
**SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

**Section 3.** – Chapter 18 “Buildings and Building Regulations”, Article II “Technical Codes” Section 18-33 “Amendments to the Florida Building Code is hereby amended to read as follows:

**Sec. 18-33. Amendments to the Florida Building Code.**

Section 1609.3. of the Florida Building Code-Building, Chapter 16 Structural Loads is amended to read:

1609.3 Basic wind speed. The basic wind speed in miles per hour, for the development of wind loads, shall be determined from Palm Beach County Basic Wind Speed Map dated October 15, 2007 as depicted on map Figure 1609 and is hereby added to this code. ~~The exact location of wind speed lines shall be established by local ordinance using recognized physical landmarks such as major roads, canals, rivers and lake shores whenever possible.~~

**Section 4.** That Chapter 32 “Floods” of the Village of Wellington’s Code of Ordinances is hereby repealed in its entirety.

**Section 5.** That Chapter 18 “Buildings and Building Regulations” is hereby amended by enacting a new Article III, “Flood Damage Prevention” is enacted to read as follows:

**ARTICLE I. IN GENERAL**

Secs. 32-1--32-20. Reserved.

**ARTICLE II. FLOOD DAMAGE PREVENTION**

**Sec. 18-40. Findings of fact.**

The village council finds and declares that:

- (1) The areas of special flood hazard for the village are subject to periodic inundation which may result in loss of life and property, may be a health and safety hazard, may cause disruption of commerce and governmental services, may cause extraordinary public expenditures for flood protection and relief, and may be an impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.

**Sec. 18-41. Purpose of article.**

It is the purpose of this article to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers that are involved in the accommodation of floodwaters.
- (4) Control filling, grading, dredging, and other development which may increase erosion or flood damage.
- (5) Prevent or regulate the construction of flood barriers which may unnaturally divert floodwaters or which may increase flood hazards to other lands.

**Sec. 18-42. Objectives.**

The objectives of this article are:

- (1) To protect human life and health.
- (2) To minimize expenditure of public money for costly flood control projects.
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) To minimize prolonged business interruptions.
- (5) To minimize danger to public facilities and utilities such as water and gas mains.
- (6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas.
- (7) To insure that potential homebuyers are notified that property is in a flood area.
- (8) To insure eligible homeowners may purchase flood hazard insurance.



**Sec. 18-43. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Addition (to an existing building)* means an extension or increase in the floor area or height of a building or structure by other than a firewall. Any extension or increase in floor area or height that is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.

*Appeal* means a request for a review of the building official's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO zone on the flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

*Area of special flood hazard* means the land in the floodplain within the village subject to a one percent or greater chance of flooding in any given year.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.

*Base flood elevation and BFE* means the elevation above mean sea level, as shown on the FIRM and FHBM.

*Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.

*Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

*Development* means any manmade change to improved or unimproved real property, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, permanent storage of materials or equipment.

*Elevated building* means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation, perimeter walls, pilings, columns, posts, piers, shear walls, or breakaway walls.

*Elevation* means the height of the finished floor, grade, or other object in relation to mean sea level. (NGVD)

*Existing construction* means any structure for which the start of construction commenced before October 1, 1999.

*Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

*Flood hazard boundary map (FHBM)* means an official map of the village, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special hazard have been defined as zone A.

*Flood insurance rate map (FIRM)* means an official map of the village on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the applicable risk premium zones.

*Flood insurance study* means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, the flood boundary floodway map, and the water surface elevation of the base flood.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

*Floor* means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

*Habitable floor* means any floor usable for living purposes, including working, eating, sleeping, cooking, or recreation, or a combination thereof, such as, but not limited to, bedrooms, living rooms, laundry rooms, bathrooms, workshops, dens, and studies. The term does not include a floor used only for storage or vehicle parking purposes.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area (including a basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements.

*Manufactured home:* A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities; structures regulated by the Florida Department of Highway Safety and Motor Vehicles Division of Motor Vehicles, Bureau of Mobile Homes and Recreational Vehicles Construction, and the Department of Housing and Urban Development. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved.

*Market value of the structure* means the appraised value of the structure, not including land, driveways, sidewalks, landscaping, swimming pools, and other similar improvements not related to the basic structure, prior to the start of repair or improvement, or in the case of damage, prior to the damage occurring.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as reference for establishing various elevations within the floodplains. For purposes of this article, the term is synonymous with National Geodetic Vertical Datum (NGVD).

*National Geodetic Vertical Datum (NGVD)* as corrected in 1929, means a vertical control used as a reference for establishing varying elevations within the floodplain.

*New construction:* Structures for which the start of construction commenced on or after October 1, 1999. The term also includes any subsequent improvements to such structure.

*Nonconforming structure* means a structure in any area of special flood hazard within the village which is not elevated or flood-proofed to National Flood Insurance Program standards, as set forth in 44 CFR 59 and 60, built prior to the effective date of this article [Ordinance No. 99-14].

*Start of construction* means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start of construction means the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; installation of streets or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial damage or substantial improvement, the actual start of construction means the first alteration on any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facility or infrastructure.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during the life of a building in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building is (1) the appraised value of the building prior to the state of the initial repair or improvement, or (2) in the case of damage, the value of the building prior to the damage occurring. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. For the purpose of this definition, "substantial improvement" is considered to occur when the first

alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the building official and which are solely necessary to assure safe living conditions.

*Variance:* A grant of relief from the requirements of this chapter that permits construction in a manner otherwise prohibited by this chapter where specific enforcement would result in unnecessary hardship.

*Village engineer* means the engineer of the village.

**Sec. 18-44. Interpretation of article.**

In the interpretation and application of this article, all provisions shall be considered as minimum requirements and deemed to neither limit nor repeal any other powers granted under state laws.

**Sec. 18-45. Abrogation and greater restrictions.**

This article is not intended to repeal, abrogate, or impair any existing easement, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**Sec. 18-46. Warning and disclaimer of liability.**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based upon scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not be deemed to create liability on the part of the village or any officer or employee thereof for any flood damages that may result notwithstanding reliance on this article or any administrative decision made thereunder.

**Sec. 18-47. Penalties for violation of chapter.**

A failure to comply with the provisions of this chapter or any of its requirements, including conditions and safeguards established in connection with grants of variances, shall constitute a violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon a finding of such violation, be fined not more than \$500.00 and shall pay all costs and expenses in the case. Each day a violation continues shall be considered a separate offense. Nothing contained in this section shall prevent the village from taking such other lawful action as is necessary to prevent or remedy any violation.

**Sec. 18-48. Lands to which this article applies.**

This article shall apply to all areas of special flood hazard within the village.

**Sec. 18-49. Adoption of maps and study.**

Federal Emergency Management Agency maps entitled "Flood Insurance Rate Map and Floodway," dated October 15, 1982, or as may be amended by FEMA, with the accompanying maps and other supporting data thereto, are adopted by reference and declared to be part of this article.

**Sec. 18-50. Development permit required.**

(a) A development permit shall be required in conformance with the provisions of this article prior to the commencement of any development activities.

(b) No structure or land shall be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

**Sec. 18-51. Administration, permit procedures, duties of building official.**

**A. Designation of building official.** The building official is hereby appointed to administer and implement the provisions of this chapter.

**B. Permit procedures.** An application for a development permit shall be made to the building official or village engineer, as may be applicable, on forms furnished by him or her prior to any development activities, and shall include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, and elevations of the property; existing or proposed structures; fill; storage of materials or equipment; drainage facilities; and the location of the foregoing. Specifically, the following information is required:

*(1) Application stage.*

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all structures.
- b. Elevation in relation to mean sea level to which any nonresidential structure will be flood proofed.
- c. Certificate from a state registered professional engineer or architect that a nonresidential flood-proofed structure will meet the flood proofing criteria contained in this chapter.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. For all additions to or alterations of any structure, an appraisal of the market value of the structure from an MAI (Member, Appraisal Institute) or SREA (Senior Real Estate Appraiser) designated appraiser may be provided, along with information showing all costs involved in the proposed work, including, but not limited to, materials and labor. If an appraisal is not provided, the appraisal of the value of the structure as determined by the county property appraiser will be used.
- f. For all additions to or alterations of any nonconforming structure, information showing all of the costs of the proposed work shall be provided to the building official.
- g. Elevation certificate of the property showing lowest floor of existing buildings and grade elevations duly certified by a state registered land surveyor.

- (2) *Construction stage.* Provide a floor elevation or flood-proofing certification after the lowest floor is completed, in relation to mean sea level. The certification shall be prepared by or under the supervision of a state-registered land surveyor or, when flood proofing is utilized for a particular building, the certification shall be prepared by or under the supervision of a state registered professional engineer or architect, and shall be certified and sealed. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The building official shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project.

**C. Duties of the building official and/or village engineer.** The duties of the building official and/or village engineer shall include, but not be limited to:

- (1) Reviewing all development permit applications to ensure that the permit requirements of this chapter have been satisfied.
- (2) Advising applicants that additional federal or state permits may be required and, if specific federal or state permit requirements are known, requiring that copies of such permits are provided and maintained on file with the development permit.
- (3) Notifying adjacent communities and the state assistance office for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submitting evidence of such notification to the Federal Emergency Management Agency.
- (4) Ensuring that maintenance is provided within the altered or relocated portion of a watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record a certification of the actual elevation (in relation to the mean sea level) of the lowest floor, including the basement, of all new or substantially improved structures, when located in a special flood hazard area.
- (6) Verify and record a certification of the actual elevation to which the new or substantially improved structures have been flood proofed, when located in a special flood hazard area.
- (7) When flood proofing is utilized for a particular structure, obtaining a certification from a state registered professional engineer or architect, when located in a special flood hazard area.
- (8) Making any interpretations that may be needed as to the exact location of boundaries of the areas of special flood hazard, for example, where there appears to be a conflict between a mapped boundary and actual field conditions. The Building Official shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance.

- (9) Obtaining, reviewing, and reasonably utilizing any base flood elevation and floodway data available from a federal, state, or other source whenever base flood elevation data or floodway data have not been provided as required in order to administer the provisions of this ordinance.
- (10) Maintaining all records pertaining to the administration of the provisions of this chapter.
- (11) Promulgating administrative policies and procedures for determining eligible and ineligible costs for construction or renovation of a structure in the floodplain, consistent with this chapter and applicable state and federal law.

**Sec. 18-52. Variances from article.**

(a) The construction board of adjustment and appeals shall hear and decide appeals from decisions of the building official pursuant to this article and requests for variances from the requirements of this article. A decision of the board shall be final, subject to judicial review by common law certiorari in circuit court.

(b) In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and:

- (1) The danger that material may be swept onto other lands to the injury of others.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the owner.
- (4) The importance of the services provided by the proposed facility to the community.
- (5) The necessity of the facility to a waterfront location, in the case of a functionally dependent facility.
- (6) The availability of alternative locations not subject to flooding or erosion damage for the proposed use.
- (7) The compatibility of the proposed use with existing and anticipated development.
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- (9) The safety of access to the property in times of flood for emergency and non-emergency vehicles.
- (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site.

- (11) The costs of providing governmental services during and after-flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(c) Conditions for variances:

- (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (2) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in unnecessary and exceptional hardship on the property, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, the creation of a nuisance, cause fraud on or victimization of the public, or a conflict with existing local laws or ordinances.
- (3) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (4) Any applicant receiving a variance shall be given written notice specifying the difference between the base flood elevation and the elevation that the building is built and statement that the flood insurance cost will most likely increase commensurating with the increased risk resulting from the reduced elevation.
- (5) Upon consideration of the factors listed above, and the purposes of this article, the board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this article.
- (6) The building official shall maintain the records of all appeal actions and shall report any variances to the Federal Emergency Management Agency upon request.

**Sec. 18-53. Provisions for flood hazard reduction.**

**A. General standards.** In all areas of special flood hazard, the following standards are required, and compliance with those standards relating to structural stability shall be certified by an engineer or architect registered in this state:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.



- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at or above the base flood elevation or shall be designed or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction, or improvements to a structure that is in compliance with the provisions of this article shall meet the requirements of new construction as contained in this article.

**B. Specific standards.** In all areas of special flood hazard, the following standards are required:

- (1) *Residential construction (A zone).* New construction or substantial improvement of any residential structure shall have the lowest floor, including the basement, elevated at or above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movement of floodwaters shall be provided in accordance with the standards set forth in subsection (b)(3) of this section.
- (2) *Nonresidential construction (A zone).* New construction or substantial improvement of any commercial, industrial or nonresidential structure shall have the lowest floor, including the basement, elevated at or above the level of the base flood elevation. Structures located in all A zones may be flood-proofed in lieu of being elevated, provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A state-registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the building official as set forth in section 32-32.
- (3) *Elevated buildings (A zone).* New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by the foundation and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

Designs for complying with this requirement shall either be certified by a state registered professional engineer or architect or meet the following minimum criteria:

- a. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
  - b. The bottom of all openings shall be no higher than one foot above grade.
  - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
- (4) Electrical, plumbing, and other utility connections are prohibited below the base flood elevation except as may be required by other codes, or where there is a more practical location consistent with the intent of another code, and approved by the building official.
  - (5) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), and entry to the living area (stairway or elevator).
  - (6) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

**C. Standards for manufactured homes.**

- (1) All manufactured homes placed, or substantially improved, on individual lots or parcels must meet all the requirements for new construction, including elevation and anchoring.

**D. Floodways.** Located within areas of special flood hazard are areas designated as floodways. Because the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles, and erosion potential, the following standards shall apply:

- (1) Encroachments, including fill, new construction, substantial improvements, and other developments are prohibited unless certification, with supporting technical data, by a state-registered professional engineer is provided demonstrating that the encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
- (3) The placement of manufactured homes is prohibited.

**Sec. 18-54. Subdivision proposals.**

All proposed subdivisions and other proposed developments consisting of at least 50 lots or five acres, or both, shall be reviewed by the village engineer to determine that the following requirements have been or will be satisfied:

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and constructed so as to minimize flood damage.

(3) All subdivision proposals shall have adequate drainage provided so as to reduce exposure to flood hazards.

(4) Base flood elevation data shall be provided for subdivision proposals and proposed development (including manufactured home parks and subdivisions) which is greater than the lesser of 50 lots or five acres.

**Sec. 18-55. Areas of shallow flooding (AO zones).**

Located within the areas of special flood hazards are areas designated as shallow flooding areas. Because these areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate, the following standards are required:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor, including the basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including the basement, shall be elevated at least two feet above the highest adjacent grade.
- (2) All new construction and substantial improvements of nonresidential structures shall:
  - a. Have the lowest floor, including the basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including the basement, shall be elevated at least two feet above the highest adjacent grade; or
  - b. Together with attendant utility and sanitary facilities, be completely flood-proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

**SECTION 6:** All Ordinances or part of Ordinances in conflict be and the same are hereby repealed.

**SECTION 7:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 8:** This Ordinance shall become effective immediately upon adoption of the Village Council of the Village of Wellington following second reading.

**PASSED this \_\_\_\_ day of January, 2009, upon first reading.**

**PASSED AND ADOPTED on this \_\_\_\_ day of January, 2009, on second and final reading.**

**VILLAGE OF WELLINGTON**

|  | <b>FOR</b> | <b>AGAINST</b> |
|--|------------|----------------|
| BY: _____<br>Darell Bowen, Mayor           | _____      | _____          |
| _____<br>Dr. Carmine A. Priore, Vice Mayor | _____      | _____          |
| _____<br>Lizbeth Benacquisto, Councilwoman | _____      | _____          |
| _____<br>Matt Willhite, Councilman         | _____      | _____          |

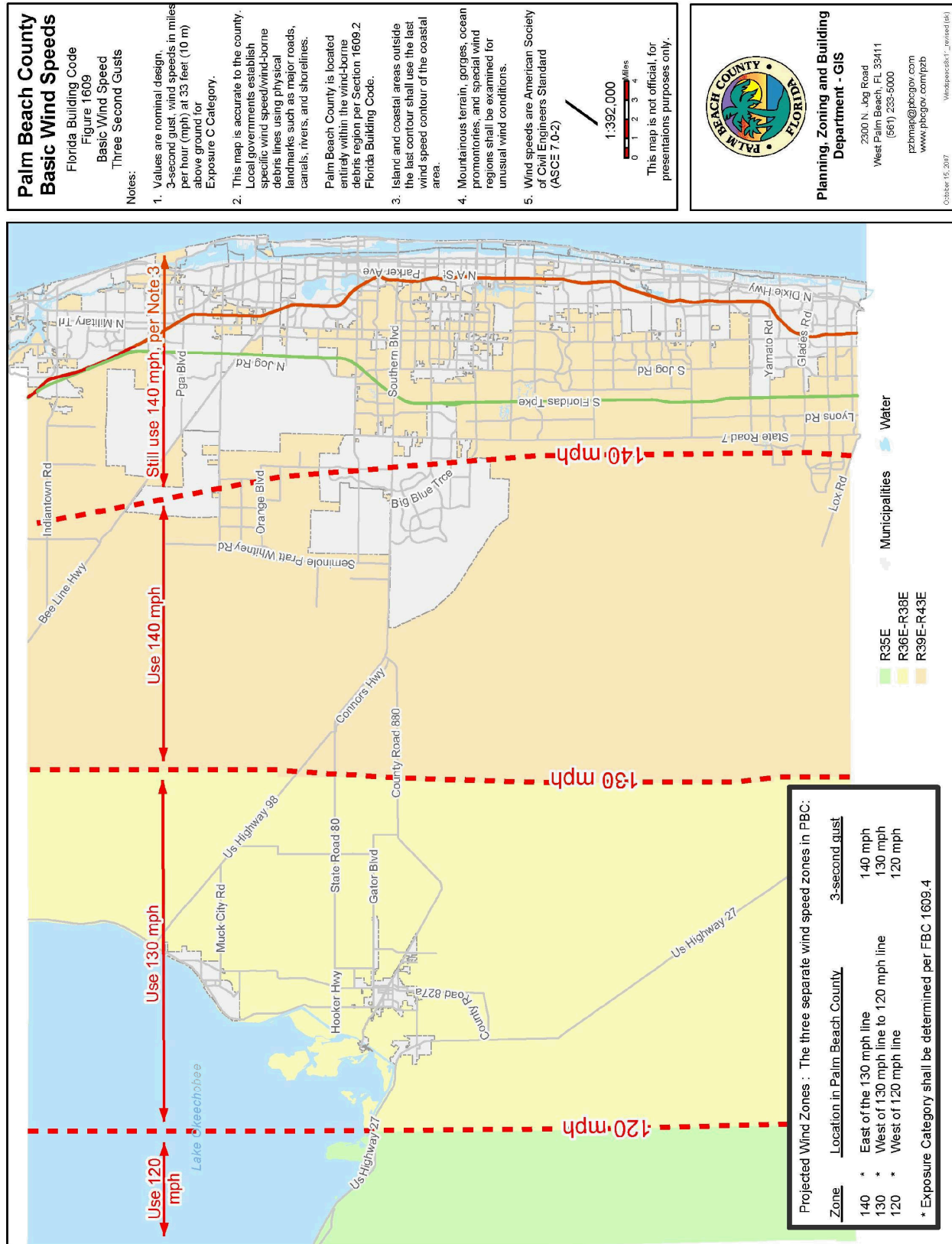
**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

**Figure 1609**



8. D

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY****AGENDA ITEM NAME:** ORDINANCE 2009-04 RENTAL DWELLING UNIT LICENSES

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO LICENSING AND REGULATION OF RESIDENTIAL RENTAL UNITS; AMENDING THE CODE ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA, TO PROVIDE THAT DETACHED SINGLE FAMILY RESIDENTIAL UNITS OFFERED FOR LEASE OR RENT MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 71 "RENTAL DWELLING UNIT LICENSES" AND SECURE A LICENSE PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**ACTION REQUESTED:** Discussion ☐ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☒

**SECOND READING** ☐

**REQUEST:** Approve revision of the Rental Dwelling Unit Licenses Ordinance to include detached single family residential units.

**EXPLANATION:** The currently adopted Rental Dwelling Unit Licenses Ordinance does not include any provision for application of the ordinance requirements to detached single family residential units. This revision for the requirements of the ordinance to apply to detached single family residential units is necessary to protect and maintain the Village's detached single family residential housing stock, enforce minimum housing standards, initiate a program for renovating substandard housing and encourage property owners to maintain and improve their property

**FISCAL IMPACT:** N/A.

**RECOMMENDATION:** Staff recommends approval of Ordinance 2009-04.

**ORDINANCE NO. 2009-04**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, RELATING TO LICENSING AND REGULATION OF RESIDENTIAL RENTAL UNITS; AMENDING THE CODE ORDINANCES OF THE VILLAGE OF WELLINGTON, FLORIDA, TO PROVIDE THAT DETACHED SINGLE FAMILY RESIDENTIAL UNITS OFFERED FOR LEASE OR RENT MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 71 "RENTAL DWELLING UNIT LICENSES" AND SECURE A LICENSE PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this ordinance is enacted pursuant to Article VIII of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village of Wellington, and the police powers of the Village; and

**WHEREAS**, the Village of Wellington has determined that rental licensing regulations are necessary to protect and maintain the Village's detached single family residential housing stock, enforce minimum housing standards, initiate a program for renovating substandard housing and encourage property owners to maintain and improve their property; and

**WHEREAS**, the Village Council finds the proposed regulations are consistent with the goals of the Comprehensive Plan; and

**WHEREAS**, the Village Council finds that the reasonable regulations contained herein will protect the health, safety, and welfare of the residents and property owners of the Village.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:**

**SECTION 1:** Chapter 71 "Rental Dwelling Unit Licenses", Section 71-21 "Definitions" Ordinances of the Village of Wellington is hereby amended to read as follows:

**Section 71-21.** Definitions.

For the purposes of this Chapter, the following definitions shall apply:

**Department** means the Planning, Zoning and Building Department of Community Services;

**Director** means the Director of the Planning, Zoning and Building Department of Community Services or designee;

**Development Order** means any building permit, rezoning, master plan, site plan, variance, planned district development, variance or similar approval granted by the Village

Council, Planning, Zoning and Adjustment Board (PZAB), Village staff, or special magistrate employed by the Village;

**Effective Date** means January 1, 2007;

**License** means a rental dwelling unit license;

**Owner** means any legal owner of record, legal owner, person, company, corporation, firm or similar entity owning one or more rental dwelling units and includes the authorized landlord, agent or representative of an owner;

**Rental Dwelling Unit** means any dwelling that is rented for residential purposes, including any detached single family, duplex, triplex, quadplex, townhouse, multiple family dwelling, dormitory or other similar unit;

**Sexual Offender** means the definition as provided in Sec. 36-41, of the code of ordinances;

**Sexual Predator** means the definition as provided in Section 36-41, of the code of ordinances.

**SECTION 2.** That Chapter 71 "Rental Dwelling Unit Licenses", Section 71-21 "Exemptions" of the code of ordinances of the Village of Wellington is hereby amended as follows:

**Section 71.23.** Exemptions.

The following types of residential or transient dwelling units shall be exempt from the requirements of this Chapter:

- (a) any community residential home, congregate living facility, or group home;
- (b) any accessory dwelling as defined in Chapter 2 of Article 3, "Definitions", of the Land Development Regulations of the Village of Wellington;
- (c) any room rented for transient lodging purposes when associated with a bed and breakfast, hotel, inn, lodge, motel, or similar facility;
- (d) any grooms quarters or guest quarters for employees or guests of an owner; and
- (e) any security quarters or similar type of dwelling.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.



**SECTION 4.** Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

**SECTION 5.** This ordinance shall become effective ninety (90) days after passage and adoption following second reading.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_ 2009, upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2009, on second and final reading.

| VILLAGE OF WELLINGTON             |  |       |         |
|-----------------------------------|--|-------|---------|
|                                   |  | FOR   | AGAINST |
| BY: _____                         |  | _____ | _____   |
| Darell Bowen, Mayor               |  |       |         |
| _____                             |  | _____ | _____   |
| Dr. Carmine A. Priore, Vice Mayor |  |       |         |
| _____                             |  | _____ | _____   |
| Lizbeth Benacquisto, Councilwoman |  |       |         |
| _____                             |  | _____ | _____   |
| Matt Willhite, Councilman         |  |       |         |

**ATTEST:**

BY: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Jeffrey S. Kurtz, Village Attorney

8. E

## WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

**AGENDA ITEM NAME:** Appointment to fill the vacancy on Village Council created by Councilmember Margolis' resignation

**ACTION REQUESTED:** Discussion ☒ Approval ☒

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Council discussion and direction on the appointment to the vacant council seat.

**EXPLANATION:** Mr. Margolis resigned from his position as a councilmember to run for the office of Supervisor of Elections. The resignation was effective on January 5, 2009, thereby creating a vacancy on the Village Council. In accordance with Section 5 of the Village's Charter if a vacancy in the office of any councilmember occurs and the unexpired term is less than 2 years and 81 days, the remaining councilmembers, shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term. Since Mr. Margolis was last elected in 2006, his unexpired term is less than two years and 81 days, which means the remaining councilmembers should make an appointment to replace him by February 4, 2009. The person appointed will serve the remainder of the term which expires in 2010.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Council discussion and direction on the appointment to the vacant council seat.

**LISTING OF  
REQUESTS FOR CONSIDERATION  
FOR VACANT COUNCIL SEAT**

---

Morley Alperstein

Laurene T. Capone

Howard K. Coates, Jr.

Donald P. Dufresne

Melissa McKinlay Fritsch

Peter Inniss

Christine Giles-Lefkowitz

John P. Marinelli

Lisa McDermott Perez

Linda Polish

Michael J. Posner

Kennith Roundtree

Wismick St. Jean

Timothy Shields

Glenna Shortridge

Dr. Frederick Van Dusen

\*Bob Margolis - rescinded his application for re-appointment on  
1/15/09)

Page 1 of 1

**Awilda Rodriguez**

**From:** Morley Alperstein [morleyirene@comcast.net]  
**Sent:** Thursday, January 15, 2009 5:00 PM  
**To:** Awilda Rodriguez  
**Subject:** Wellington Council Vacancy  
**Attachments:** Resume.doc

Awilda Rodriguez;

Attached is my resume as requested for consideration to be a replacement for the vacated village council seat. Please e-mail me back to confirm you have received the information.

Thank you;

Morley Alperstein

1/16/2009

**WELLINGTON VILLAGE COUNCIL**

Attention: Mayor Darell Bowen, Vice Mayor Dr. Carmine Priore,  
 Councilwomen Lizbeth Benacquisto, Councilman Matt Willhite.

Below is my personal information, education, business career and my public service activities that will help you in determining if I have the qualifications to be appointed by this council to serve as a replacement for the open council seat.

**Personals:**

Morley Alperstein 17236 Gulf Pine Circle, Wellington. Since 1999.  
 Phone 753 3392, E-mail, morleyirene@comcast .net  
 Registered voter #112651058.

**Community Activities:**

Planning and Zoning alternate for 5 years. Currently Vice President of Binks Estates going on 3 years.  
 Worked on election campaigns for; Tom Wenham, Dr. Carmine Priore, Bob Margolis, and Jess Santamaria.  
 Leading spokes person in the Binks golf course revitalization. Community and village activist.

**Business History:**

Owner, partner and president of A-plus Marketing Inc for 30 years. A catalog and direct mail marketing company in Chicago, specializing in selling to catalogs and credit card companies. Specialized in creating and selling personalized afghans to catalog house, and internet sights. Represented a variety of manufactures such as Panasonic Electronics, Brother Typewriters, Fuji Camera, Hamilton Beach Appliances, and others to our marketing base. Employed over 60 employees. Sold my partners share in 1998, and retired to Wellington.

**Education:**

MBA from The University of Chicago, 1972.  
 BSC from Roosevelt University in Chicago, 1957.

**Military Service:**

National Guard, 6 months active duty, 6 years reserves.

**Family:**

Married, 3 children, 5 grand children.

**Laurene T. Capone  
1385 Pampas Way  
Wellington, Florida 33414  
(561) 662-4498**

January 20, 2009

Dear Ms. Rodriguez,

I respectfully submit my resume to be considered for the vacant council seat which was discussed at the last council meeting and advertised on the local network channel.

I have been a resident of Wellington for 20 years. I have been actively involved with the Village of Wellington as an intern student for my master's degree as well as an active participant at council meetings and correspondence with the Village leaders to provide input on issues where and when I could provide meaningful comment. As an owner of a horse which resides in Wellington I bring an element of understanding of equestrian related issues as well as a comprehensive understanding of the history and background of the drainage and engineering issues relative to our Village. I am a very dedicated conscientious citizen who would be very proud to represent the citizens of Wellington with dignity and honor.

If you have any questions as you review my resume please feel free to contact me at (561) 662-4498.

Respectfully,

Laurene T. Capone

## Laurene Capone

### Experience

President/CEO EAA Research & Management, founder of a consulting firm focused on water resource engineering in the areas of environmental assessment and management for watersheds, permitting, agriculture water management, hydrologic/chemical transport processes, water quality monitoring, and water control structure design and assessment.

Village of Wellington – Internship program for Public Administration/FAU. Assist Village of Wellington Engineer with interpretation of water management and other related activities to resolve complex water related issues with the South Florida Water Management District. Assist with review of the work product of outside engineering consulting firms.

University of Florida Agricultural Engineering Department, Water Resources Engineering Research Assistant/ Project Management, University of Florida (IFAS) University of Florida Research assistant with a 20% extension, 20% teaching, and 60% research appointment. Primary areas of research were in soil and water management and agricultural water quality. Research dealt with field assessment and modeling of agricultural practices for improving the quality of surface and subsurface drainage water. Assistance with rule development. Extension activities dealt with education programs to keep both state and federal agencies as well as the agricultural industry and other stakeholders updated on current policies and research results in water quality management.

New York State Department of Environmental Conservation (NYDEC) Permit Analyst,

review and issue Air, Water, Solid and Hazardous Waste, Wetlands, NPDES, Mining permits for Region 3 (New Paltz, NY)

New York City Department of Environmental Protection Bureau of Water Supply (NYCDEP) District Hydrologist (East of the Hudson River)

### Education

2001 MPA Master of Public Administration, College of Architecture, Urban and Public Affairs, Florida Atlantic University, Boca Raton, Florida

1987 B.A. Natural Science Biology, Castleton State College, Castleton, Vermont

1987 A.A. Chemistry Castleton State College, Castleton, Vermont

1996 Civil Engineering Coursework, Florida Atlantic University, Boca Raton, Florida

### Continuing Education

Environmental Permitting, Marco Island, Florida

Hazardous Waste Management, FAU Boca Raton

Watershed Hydrology & Water Quality (AWRA) Chicago, Illinois

Environmental Monitoring Programs in Florida (ASAE) Cocoa Beach, Florida

Distinguished Women in Business Mentoring Program, Albany, NY



## Laurene Capone

### Recent Projects:

- Lakeside Ranch STA Pump Station mechanical engineering support including HVAC design for a major pump station in South Florida
- Permit assistance USACE 404, FDEP (ERP), CERPRA for projects including Shingle Creek Pedestrian Bridge in Orange County, G-161 in Palm Beach County, Basinger Groves/Lykes, Highlands County, Kissimmee Restoration (Polk County) and Acceler8 projects
- Local government planning for South Florida Water Management District. including Comprehensive Plan Amendments Palm Beach and Hendry County. Planning services for large scale restoration projects.
- Project management and technical assistance to develop new algorithms for submerged weir flow at gated inland spillway structures and culverts
- Provide technical support for C-43 Basin Watershed analysis
- Perform statistical and QA/QC review of organic and inorganic data in DBHydro
- Coordinate peer review and value engineering study of the Everglades Agricultural Area Best Management Practices (BMP's)
- Served as Field and Laboratory QA/QC Supervisor of Wet Chemistry lab, soils lab and field sampling/monitoring
- Lead Scientist Class III Water Quality Research in the Everglades Agricultural Area.
- Assisted with development of EAAMOD a field and farm water and nutrient transport model based on DUFLOW for use in the EAA, Project sponsors included, Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), United States Department of Agriculture (USDA), Everglades Agricultural Area Environmental Protection District (EAA/EPD) and SFWMD, Florida Sugar Cane League, Florida



**HOWARD K. COATES, JR.  
14237 GREENTREE TRAIL  
WELLINGTON, FLORIDA 33414  
(561) 333-4911**

**VIA EMAIL**

Awilda Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

Re: Appointment to Wellington Village Council

Dear Awilda:

Please accept this as my letter of interest and request for consideration for appointment to the Wellington Village Council for the unexpired term of office until the next Municipal Election in March 2010. I have also included a copy of my resume, which contains pertinent background information.

I am interested in the appointment to the Council because I believe it is important to have someone on the Council that is fair, independent, and able to make decisions for the Village with a view toward maintaining the quality of life in this community while still providing business and professional opportunities to its citizens. I am also someone who will be able to assist in the development of a coherent and sustainable vision for the future that will guide the Council toward decisions that are in the best long term interests of the community. Perhaps most importantly, I am a consensus builder and have spent years finding solutions to problems and overcoming challenging hurdles to arrive at the best outcome possible. I hope to be able to bring these skills to the service of this community.

Please advise me should you require any further information.

Sincerely,



Howard K. Coates, Jr.

HKCjr/hkc



**HOWARD K. COATES, JR.**  
**12012 South Shore Boulevard, Ste. 107**  
**Wellington, Florida 33414**  
**Home: (561) 383-5363**  
**Office: (561) 333-4911**  
**Email: hcoates@coateslawfirm.com**

**EMPLOYMENT**

**The Coates Law Firm, Wellington, Florida**  
**June 2004 – Present**  
**Shareholder**

*Founding member of AV-Rated full-service law firm providing representation in a wide variety of areas including business and corporate, transactional, real estate, litigation, marital and family, and personal and estate planning matters. Responsible for the management and supervision of all aspects of the operation of the firm. Experienced in a broad and diverse array of areas including complex commercial litigation, family, probate, and estate litigation, personal and estate planning, corporate and business planning, asset protection, and real estate and transactional matters.*

**Milberg Weiss Bershad Hynes & Lerach LLP, Boca Raton, Florida**  
**n/k/a Milberg Weiss Bershad & Schulman LLP**  
**May 2003 – June 2004**  
**Partner**

*Partner in nationally recognized law firm concentrating its practice in complex litigation and, particularly, in the representation of investors and consumers in class action litigation. Responsible for the management and supervision of the Florida office of Milberg Weiss and the supervision of its litigation matters pending in the Southeast and Midwest Regions of the United States. Experienced in all facets of litigation and trial of complex commercial and corporate matters in areas including class action securities, consumer class actions, labor and employment, uniform commercial code, breach of contract, fraud and other tort cases, non-competition and trade secrets, and a myriad of general commercial disputes.*

**Cauley Geller Bowman & Coates, LLP, Boca Raton, Florida**  
**December 2000 - May 2003**  
**Partner**

*Partner and one of four principles in nationally recognized law firm concentrating its practice in complex litigation and, particularly, in the representation of investors and consumers in class action litigation. Responsible for handling litigation matters throughout the country.*

**Proskauer Rose LLP, Boca Raton, Florida**  
**April 1991 - December 2001**  
**Partner - Litigation Department**

*Responsible for the management and supervision of the Florida commercial litigation practice for Proskauer Rose LLP. Experienced in all facets of litigation and trial of complex commercial and corporate matters in areas including class action securities, consumer class actions, labor and employment, uniform commercial code, breach of contract, fraud and other tort cases, non-competition and trade secrets, and a myriad of general commercial disputes. Also experienced in providing general corporate and business advice with respect to matters involving compliance with applicable securities laws, labor and employment issues, as well as protection and maintenance of trade secrets and confidential information.*

**Edwards & Angell, Palm Beach, Florida**  
**May 1990 - April 1991**  
**Associate - Litigation Department**

*Primarily responsible for the representation of financial institutions and other parties, including the FDIC and RTC in connection with the firm's Florida banking litigation and troubled debt workout practice. Experienced in prosecution and defense of complex foreclosure actions and lender liability claims, and in the prosecution of directors and officers liability and fidelity bond cases, as well as other banking and lending related matters. Also responsible for representing clients in connection with the firm's Florida general commercial litigation practice, including construction defect, contract dispute, and tort cases, as well as other general commercial litigation matters.*

**Squire, Sanders & Dempsey, Palm Beach, Florida**  
**August 1987 - May 1990**  
**Associate - Litigation Department**

*Primarily represented the FSLIC and FDIC in connection with those regulatory agencies' oversight and receivership responsibilities as to failed savings and loan associations. Prosecuted several multi-million dollar foreclosure actions and defended related lender liability counterclaims. Also involved in the prosecution of directors and officers liability, fidelity, and attorney malpractice cases, as well as a myriad of other banking and lending related matters.*

**King & Spalding, Atlanta, Georgia**  
**June 1986 - July 1987**  
**Associate - Litigation Department**

*Represented several major motor vehicle manufacturers in connection with the defense of product liability claims involving automobiles, trucks, and motorcycles. Also represented a major soft drink manufacturer and distributor, as well as other large corporate clients in general commercial litigation matters.*

**United States Marine Corps.**  
**June 1977 - June 1981**  
**Sergeant - Second Marine Air Wing**

- Navy Achievement Medal
- Good Conduct Medal
- Certificate of Commendation
- Certificate of Appreciation

**EDUCATION**

**Florida Atlantic University, Boca Raton, Florida**

- Masters in Business Administration, May 2001
- International Business Certificate
- GPA 3.95/4.0
- Phi Kappa Phi National Honor Society
- Beta Gamma Sigma National Honor Society

**Yale Law School, New Haven, Connecticut**

- Juris Doctor, May 1986
- Associate Member, Yale Law Journal
- Senior Editor, Yale Law and Policy Review
- Director, State's Attorney's Program
- Director, Urban Legal Workshop
- Director, Yale Law and Technology Association

**University of Florida, Gainesville, Florida**  
**College of Liberal Arts and Sciences**

- Bachelor of Arts, December 1982
- GPA 3.97/4.0 - Phi Beta Kappa
- Major in Political Science
- Associate Justice, UF Student Traffic Court
- Board of Directors, John W. Reitz Student Union
- Representative, CLAS Student Council
- UF Speech and Debate Team
- Phi Kappa Phi National Honor Society
- Golden Key National Honor Society
- Savant UF

**University of South Carolina, Columbia, South Carolina**  
**Beaufort Campus**

- Associate of Arts, May 1980
- GPA 4.0/4.0

**PROFESSIONAL MEMBERSHIPS AND ACTIVITIES**

**Martindale-Hubbell - AV-Rated**

**Florida Supreme Court Certified Mediator  
Circuit Civil, County Civil, Family**

**The Florida Bar**

- Admitted October 1987
- Member of Fifteenth Judicial Circuit Grievance Committee "F" (3/96-3/99)  
(Chairman - 12/98-3/99)
- Member, The Florida Bar Journal Committee of The Family Law Section (1996-1997)
- Member of Editorial Board, The Florida Bar Journal/News (1988-91)
- Member, Critical Analysis and Long Range Planning Committee,  
The Florida Bar Journal/News (1988-89)

**South Palm Beach County Bar Association, Member**

- President (6/2004-6/2005)
- President-Elect (6/2003-6/2004)
- Secretary (6/2002 - 6/2003)
- Managing Editor, The Advocate (2002-2003)
- Member, Board of Directors (6/98-present)
- Speaker, Probate Litigation Seminar (4/99)
- Speaker, Street Law Program, Atlantic High School (1995-1997)
- Chairman, Community Relations Committee (1996-97)
- Speaker, Law Day - Panther Run Elementary (1995)
- Chairman, Community Relations Committee (1995-96)
- Speaker, Law Day - Panther Run Elementary (1994)

**Palm Beach County Bar Association, Member**

- Chairman-Western Committee of the Palm Beach  
County Bar Association (2007-Present)
- Member (1987-Present)
- Member, Judicial Relations Committee (2002-2003)
- Member, Federal Practice Committee (2001-2002)
- Member, CLE/Family Law Committee (1996-1997)
- Member, CLE/Estate and Probate Law Committee (1996-1997)
- Member, Judicial Relations Committee (1990-1991)

**Palm Beach County Legal Aid Society**

- Member, Board of Directors (2/2000-present)
- Member, Nominating Committee (2001-2002)
- Member, Finance Committee (2001-2002)

*-Celebrity Model, Ninth Annual Pro Bono Recognition Evening (4/1997)*

**The Academy of Florida Trial Lawyers**

*-Member (1996-1998)*

*-Scoring Judge, AFTL Mock Trial Competition (3/1997)*

*-Scoring Judge, 1996 ATLA Student Mock Trial Competition (3/1996)*

**American Bar Association, Member**

**Florida Academy of Professional Mediators, Inc., Member**

**The Georgia Bar**

*-Admitted June 1986*

**United States Circuit Courts of Appeals**

*-Eleventh Circuit*

*-Federal Circuit*

**United States District Courts**

*-Southern District of Florida - Trial Bar*

*-Middle District of Florida*

*-Northern District of Florida*

*-Northern District of Georgia*

*-District of Colorado*

**Okeehelée Youth Baseball, Inc.**

*-Member, Board of Directors and President (8/1/01 - 7/31/03)*

*-Member, Board of Directors and President-Elect (5/2001 - 7/31/01)*

*-Member, Board of Directors and Divisional Vice-President Colt Division (8/00 - 4/01)*

*-Member, Board of Directors and Divisional Vice-President Pony Division (8/98 - 8/00)*

*-Manager/Coach - 9/91 - Present*

*-Manager - 1998 Bambino A-Team All-Stars - Field Champions*

*-Manager - 2000 Pony A-Team All-Stars - Florida State Champions*

*-National Youth Sports Coaches Association - Lifetime Certification*

**Thunderbolts Baseball, Inc.**

*-President,*

**Palms West Chamber of Commerce**

*-Trustee (2008)*

*-Member (2004-Present)*

**Wellington Chamber of Commerce**

*-Member (2004-Present)*

**Boys and Girls Club of Wellington**

*-Member, Board of Directors (06/2008 - present)*

**Rotary Club of Wellington**

*-Sustaining Member*

**W. W. Richardson, M.D. and Loretta C. Richardson Scholarship Foundation**

*-Member, Board of Directors*

**Boy Scouts of America**

*-Eagle Scout*

*-Cubmaster Pack 208 (1992-1994)*

**Who's Who in American Law (2001)**

**Palm Beach County Republican Executive Committee (1994-1995)**

**Other Affiliations**

*-Member, Boca Raton Roundtable (1999-2000)*

*-Member, Atlanta Volunteer Lawyers Foundation, Saturday Lawyers  
Program (1986-1987)*

*-Member, National Notary Association*

**PROFESSIONAL LICENSES AND DESIGNATION**

*-Licensed Real Estate Broker (2005-Present)*

*-Licensed Real Estate Salesperson (1990 - Present)*

*-Florida Supreme Court Certified Family Law Mediator*

*-Notary Public*

**HOBBIES AND PERSONAL INTERESTS**

- Runnning*
  - Marine Corps Marathon (10/2002)*
  - Disney Marathon (1/2001)*
  - Richmond Marathon (11/2000)*
  - Disney Marathon (1/2000)*
  - Tropical Triathalon (9/2000)*
- Water Sports*
- Tennis*
- Chess*
- Writing*

**REFERENCES**

- Available upon request*

**DONALD P. DUFRESNE**  
2592 Muirfield Court  
Wellington, FL 33414

January 20, 2009

01-20-09A08:14 RCVD

Village of Wellington Council  
14000 Greenbriar Boulevard  
Wellington, FL 33414

**Re: Village of Wellington Council Seat 3**

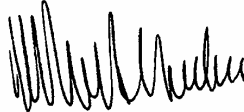
Dear Council Members:

I hereby respectfully submit myself for your consideration in filling vacant Village Council Seat 3. A copy of my resume is enclosed for your review.

I have been a resident of Wellington since 1987 and am a registered voter in the State of Florida. Although I have never held elected office, I have served the Wellington community in a number of ways including, most recently, as Chairman of the Village of Wellington Equestrian Committee. Both my professional and community service background has provided me with an understanding of what is required to address the many issues that come before the Village Council. My experience will allow me to "hit the ground running" and provide the residents of Wellington a ready, willing and able member of the community to serve on the Village Council.

I will make myself available to address any questions or provide any additional information you may require. Thank you for your time and consideration.

Very truly yours,



Donald P. Dufresne

DPD/jm  
encl.



**DONALD P. DUFRESNE**  
2592 Muirfield Court  
Wellington, FL 33414

January 20, 2009

01-20-09003.j

**VIA HAND-DELIVERY**

Awilda Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, FL 33414

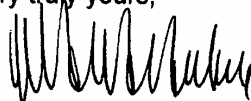
**Re: Village of Wellington Council Seat 3**

Dear Clerk Rodriguez:

Please find enclosed a letter of interest and my resume in response to the January 27, 2009, Notice of Vacancy for the Village Council's consideration.

Thank you, and should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Donald P. Dufresne', with a stylized, cursive script.

Donald P. Dufresne

DPD/jm  
encls.

**DONALD P. DUFRESNE**

2592 Muirfield Court  
Wellington, FL 33414

**PROFESSIONAL:**

01-20-09A03:14 RCY

A practicing lawyer in Palm Beach County, and a member of the Florida Bar since 1986, I have concentrated my practice in the area of real estate law, as well as representing clients before local, state and federal agencies, boards and commissions. Combined with being a managing partner of a local law firm, my professional experience has provided me with the insight and expertise to understand the many legal, economic and social challenges on behalf of the citizens of the Village of Wellington.

**EDUCATION:**

University of Miami School of Law  
Florida Atlantic University  
Major – International Business  
Palm Beach Community College

Juris Doctor, May 1986  
B.B.A., May 1983  
A.A., April 1982

**GOVERNMENTAL:**

- **Village of Wellington, Equestrian Committee**

*Member since 2004, Chairman 2007-present.*

The Equestrian Committee is of vital importance to the preservation of Wellington's equestrian lifestyle and to the enhancement of and continued development of the equestrian industry in our community. The Equestrian Committee faces many difficult decisions, whether they are land use, traffic, safety, trail maintenance, etc. I think it is fair to say that, as Chair, the Committee been able to reach a consensus and make difficult decisions while, at the same time, maintaining a respectful and collegial committee structure.

- **Palm Beach County Sports Commission**

*Member, 1999-present. President, 2007-present.*

During my tenure as President, the Palm Beach County Sports Commission has completely streamlined its operation, re-branded itself, with a new website and corporate image; and established audit and conflict-of-interest committees providing greater transparency and accountability to and from its 28-member board. All of the foregoing has been accomplished under budget, creating reserves of over a quarter million dollars. The Sports Commission has also continued to support community-based programs such as the Palm Beach County Sports Hall of Fame, the Sam Budnyk Scholarship Award, and the nationally recognized Lou Groza Collegiate Place Kicker Award. I am most proud of the Annual Kids' Fitness Festival, which this past summer introduced over 5,000 children to 40 different types of sports.

- **Palm Beach County Planning and Zoning Commission**

*Board Member, 2005-2007.*

As a County zoning commissioner, I was responsible for considering and voting upon many zoning and code enforcement issues important to the residents of Palm Beach County.

- **Palm Beach County Consumer Affairs Hearing Board**

*Member, 1996-1998*

**ORGANIZATIONS, ACTIVITIES AND COMMITTEES:**

- Member, The Florida Bar, since 1986.  
- Key Legislative Contact
- Member, District of Columbia Bar Association, since 1992.
- Member, American Bar Association, since 1987.
- Director, Executive Board of Palm Beach County Bar Association, Young Lawyers Division, 1990 – 1995.
- Member, Palm Beach County Bar Association, since 1986.  
- Vice-Chairman, Legislative and local Government Liaison Committee, 1992-1996.
- Graduate, Leadership Palm Beach County, Class of 1996.  
- 2008 Excellence in Leadership Award Nominee
- Instructor, Junior Achievement  
- Wellington High School, 1997  
- Dreyfoos School of the Arts, 1998, 1999.
- Vice President and Director, Palms West Chamber of Commerce, 1994 – 2002, Director 2007 – Present.  
- Legal Counsel, also served on Equine, Governmental Affairs, Leadership Palms West and Chairman's Club Committees.
- Member, The Forum Club, since 1992.
- Chairman, Corporate Sponsorship Committee, American Heart Association Gala, 1994.
- Trustee, Bink Glisson Historical Preservation Trust, 1994-1996.

01-20-09A03:14 RCVD

From: Melissa Fritsch [mailto:melfritsch@yahoo.com]  
Sent: Monday, January 12, 2009 9:24 PM  
To: Paul Schofield; Kathy Tatgenhorst  
Cc: Lizbeth Benacquisto; Dr. Carmine Priore; Matt Willhite; Darell Bowen  
Subject: Letter of Interest for Margolis Vacancy

January 12, 2009

VIA ELECTRONIC MAIL  
Mr. Paul Schofield  
Village Manager  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, Florida 33414

Re: Vacancy on Village Council

Dear Mr. Schofield,

I would like to be considered for the current vacancy on the Wellington Village Council. Currently, I am a member of the Education Advisory Committee.

My husband and I moved to Wellington in August 2004 with our three small children (now ages 11, 8, and 7). We chose Wellington because of its quality of life, beautiful parks, and safe neighborhoods. By seeking an appointment to the Council, I am committing myself to work on behalf of the residents of Wellington to continue to improve our quality of life.

Professionally, I am a full time mother and volunteer. For the past thirteen years, I have been an advocate for programs affecting our communities, particularly those affecting women, children and families. In many of these volunteer roles, I advocated before the Legislature and various local governmental bodies. Twice I have been awarded for these efforts.

Before I "retired" to full time motherhood, I was employed in several capacities by state, federal and local governments. I've worked with dozens of government agencies and community agencies through these employment positions. My last position was with the Sarasota County Government Budget Department which gave me a very good working knowledge of local government.

I believe that my volunteer experience combined with my professional and educational experience provides the necessary background to be an effective member of the Village Council. I thank you in advance for your consideration. If I can answer any questions, please feel free to contact me at 561.452.6217 or melfritsch@yahoo.com. My resume is attached for further detail.

Sincerely,

Melissa Fritsch

**Melissa McKinlay Fritsch**  
**561.452.6217 (Cell)**  
**Melfritsch@yahoo.com**

**EDUCATION**

Florida State University, Tallahassee, Florida 1989-1992, *B.S. in Political Science & Sociology (Dean's List 1992)*

Florida State University, Tallahassee, Florida 1993, *Graduate Coursework in Public Administration*

Tulane University College, New Orleans, Louisiana 1995, *Coursework in Paralegal Studies (President's List 1995)*

**PROFESSIONAL TRAINING**

Florida State University Center for Professional Development (1999), Grant Writing (6 Clock Hours)

Ringling School of Art & Design (1998), Graphic Design (16 Clock Hours)

Manatee Community College (1998) Customer Service (27.5 Clock Hours); (1996) Leadership Development (49 Clock Hours)

**PROFESSIONAL EXPERIENCE**

**Sarasota County Government Budget Department: 1996-2001**

Administrative Assistant II. *Duties included grant research, grant writing, legislative research, operating & capital budget development, performance measurement & benchmark development, coordinating infrastructure surtax campaign, computer graphics, and supervising all support staff.*

**The Honorable Dan Miller, United States House of Representatives, District 13 of Florida: 1995-1996**

Staff Assistant. *Duties included research, constituent correspondence, bill tracking, constituent services, supervising interns & volunteers.*

**Icard, Merrill, Cullis, Timm, Furen & Ginsburg, PA. 03/93 - 08/93, 05/94 - 08/94**

Administrative Assistant. *Temporary positions. Duties included supervising all clerical support staff, research, and administrative support to the Director of Administration.*

**Florida Department of Community Affairs: 08/93-05/94**

Personnel Technician (OPS). *Duties included research, drafting correspondence, organizing the training for and implementing the new Employee Assistance Program, legislative bill analyses, auditing monthly timesheets for over 450 employees, auditing all personnel files, and assisting job applicants.*

**The Honorable Kelley Smith, Florida House of Representatives: 1992**

Legislative Intern. *Duties included drafting constituent correspondence on various legislative issues, tracking proposed legislation, and research.*

**CURRENT VOLUNTEER EXPERIENCE**

**Village of Wellington Education Advisory Committee** - Advisory Board position to local City Council on matters related to education (appointed Spring 2008 for a two-year term).

**Girls Advocacy Project (GAP)** – Chair of the State Board of Directors (*nonprofit organization providing comprehensive direct intervention/education services to girls in Florida's juvenile detention centers in Palm Beach, Orange and Miami-Dade counties*).

**Village Walk of Wellington Homeowners Association** – Public Affairs Chair responsible for conducting candidate forums, public issue debates, liaison to City Council and County Commission as well as other governmental bodies.

**Junior Leagues of Florida State Public Affairs Committee** – Immediate Past Chair. Recently finished serving two terms as Chairwoman. Past positions include Chair-Elect and Legislative Analyst. (*Advocacy organization that represents the interests of 15,000 Junior League members in Florida and the populations we serve - women, children and families*).

**Voices for Children of Palm Beach County, Inc.** – Member of the Board of Directors, Executive, Nominating, Project Development and Governance Committees (*nonprofit organization that provides financial support to the Guardian ad Litem program and other nonprofits that serve abused, abandoned and neglected children*).

**Equestrian Trails Elementary School** – Active member of the PTA and School Advisory Committee, also serving as the Community Relations Liaison for the PTA Board of Directors.

**Junior League of the Palm Beaches** – Sustainer (*past leadership positions includes Chair of Advocacy Committee -2 years*).

**PAST VOLUNTEER EXPERIENCE:**

**American Cancer Society, Wellington Division** – Fundraising Committee

**Junior League of Sarasota** – Leadership Positions Held include Community Vice President (Board of Directors), Chair of Public Affairs Committee, Chair of Community Research Committee, Chair of Child Witness Room Project

**Teen Court of Sarasota** – Leadership Positions held include Vice President of the Board of Directors

**Forty Carrots Family Center** (Sarasota, Florida) – 10<sup>th</sup> Anniversary Project Assistant Chair & Volunteer Grant Writer (*preschool and parenting education center*)

**Kinnan Elementary School** (Manatee County) – School Advisory Committee & PTA

**Wellness Community of Southwest Florida** (Sarasota, Florida) – Fundraising Committee (*nonprofit that provides holistic services to cancer patients and their caregivers*)

**The Honorable William Clinton, President of the United States** – Volunteer, Travel Advance Team, New Orleans, Louisiana, Fall 1994.

**PROFESSIONAL AFFILIATIONS**

**American Association of Grant Professionals**, Charter Member, 1998-2001

**Leadership Sarasota County Government**, Member, Class of 2001

**AWARDS**

**2007** Creators of Hope, Partners in Dreams, Builders of Strength Girl Power Award - Girls Advocacy Project

**2006** Community Advocate of the Year - 15<sup>th</sup> Judicial Circuit Guardian ad Litem Program

**PERSONAL**

Married to Andy, three children - Brady (11), Macey (8), and Annika (7). Enjoys family time, scrap booking, reading, and outdoor activities.

**Girls Advocacy Project, Inc. (GAP)**  
**Board of Directors**

**Melissa Fritsch (Chairman)** - has spent most of her career volunteering. Her first official role was in service to the President of the United States, Bill Clinton, serving on his advance team for official visits in New Orleans. Since then, she has volunteered her time as an active and sustaining member of the Junior Leagues of Sarasota and the Palm Beaches, served as a Board member of Voices for Children of Palm Beach County, the Girls Advocacy Project, Teen Court, multiple school charities in Sarasota and Wellington, and an appointed position to the Village of Wellington Education Advisory Committee. Her main focus has been to analyze and track legislation affecting children and families on a local, state and federal level, mostly through her work as the Chairwoman for the Junior Leagues of Florida State Public Affairs Committee. Twice she has been awarded for her advocacy efforts included the 2006 Child Advocate of the Year Award from the 15th Judicial Circuit of Florida. Professionally, she has logged hours at various levels of government and foundations, including time spent as a grant writer and researcher. Her resume also includes working as a staffer to a member of Congress from the largest senior citizen district in the country who headed up the Medicare Reform Task Force.



**PETER INNISS**

01-20-09P01:3

January 20, 2009

Awilda Rodriguez  
Village Clerk  
14000 Greenbriar Blvd  
Wellington, FL 33414

Re: Village Council Vacancy

Dear Ms. Rodriguez:

Please accept this letter of interest along with my resume for the vacant position on the Village Council.

I would be honored to have the opportunity to serve our Village in this capacity. Please do not hesitate to contact me if you have any questions or need additional information.

Best regards,



Peter Inniss

**PETER INNISS****Summary:**

01-20-09P01:31

- ◆ An Information Technology Professional, with strong analytical skills combined with a solid technical background and over 15 years of technical experience. Excellent interpersonal communication, negotiation, presentation and problem solving skills. Outstanding research, organizing and coordinating capabilities. Proactive, with the ability to anticipate both problem and opportunities and implement appropriate action in a timely manner. Knowledge and experience in investigation and resolution of performance issues and have performance analysis skills. A proven team builder/ leader, motivator and manager of multiple projects.

**Technical Skills:**

- ◆ Linux/Unix OS, MS Windows XP, Windows Server 2003, Active Directory, Data management and Mac OS X and X Server, Microsoft Office Suite (Word, Excel, PowerPoint), MS Access Database, TCP/IP, Enterprise Wide Routers, Citrix, Virtual Private Network, Security/Firewall (Checkpoint and Norton), Photoshop, Quark. Email with Blackberry systems. Technology cost/budget analysis, enterprise wide technology, budgeting and planning, technology inventory management and capacity planning. Help Desk and IT Service Management Systems.

**Employment History:****INIS – INTERNET NETWORK AND INTEGRATED SOLUTIONS****2000 - PRESENT**

Chief Technology Consultant

- ◆ Design, install, operate and support multiple technical infrastructures with Macintosh and PC cross platform integration. Provide technical support for Windows and Mac desktops and laptops and the deployment of applications and operating systems. Maintain and update hardware and software inventory. Administer file data conversions and develop access security. Install and provision Internet security, anti-virus and ad-aware software and updates. Design and develop business continuity systems, install wired and wireless networks with routers from Netopia, Linksys and Netgear. Setup systems for remote access using VPN, PC Anywhere, Go to My PC, Apple Remote Access and/or Timbuktu software.
- ◆ Configure and set Windows XP and or Vista on new Intel Macintosh computers. Proficient and provide training in Windows and Mac operating systems, Microsoft Office and Internet applications. Integrate and migrate Mac computers into a Windows-based environment for cross platform integration. Switch users of PCs to Macintosh computers and provide training and data transfers. A former member of the Apple Consultants Network responsible for the setup, installation, troubleshooting and training on Macintosh computers and peripherals for referred Apple clients. Presented seminars to business clients for Apple and third party vendors, Microsoft and QuickBooks, to demonstrate their feasibility on Macintosh computers. Selected by Apple as a Beta tester for the original OS X operating system. A former Microsoft Partner responsible for introducing Microsoft Office to the Macintosh environment. Also a tester for early versions of Microsoft Office and the setup and installation of Microsoft Small Business Server. Set up and configure Blackberry systems with Microsoft Outlook for email and synchronization. Design Microsoft Outlook custom forms to add functionality and collaboration within organizations.
- ◆ Perform investigation and resolution of performance issues. Establish Key Performance Indicators (KPI) for performance management. Use of ITIL to improve IT efficiency and lower equipment cost. Plan, analyze and implement solutions in support of business objectives.
- ◆ Setup and maintain a Filemaker Pro database with description, history, pictures and sales for over 5,000 classic Ferrari cars for resale. Setup and installed Point of Sale systems for Mail Express franchisee and retail stores. Setup, install and perform data migration to medical management program for physicians' office to facilitate medical records and billing. Installed Mac OS X and Windows servers, in a mixed network of Macs and PCs, with multiple locations in New York City for data storage and to streamline workflow. Installed video security system with remote access for a roofing company to help prevent theft.
- ◆ Recommend technology purchases for business clients.

15520 Softwood Court • Wellington • Florida • 33414

[pins930@gmail.com](mailto:pins930@gmail.com)

561-568-6492

**PETER INNISS**

01-20-09P01:31 RCVD  
2007 - 2008

**APPLE**  
Business Consultant

- ◆ Responsible for delivering consultations and recommendations on Apple's computers, software and third party products, solutions and services to business customers. Qualify leads and provide an introduction to products and services. Create opportunities from follow up and inbound calls. Responsible for coordinating, scheduling and instructing seminars and workshops on business solutions using Apple's products and services. Responsible for computer(s) and software training. Generated over \$50,000/mth in sales.

**WEST PALM BEACH JUNIOR ACADEMY** 2005 - 2007  
Technology Instructor

- ◆ Instructed elementary and junior high school students with the fundamentals of computer technology and applications. Used such packages as Microsoft Word, PowerPoint, Excel and other IT technologies.

**AEGON** 1993 - 2002  
IT DIRECTOR

- ◆ AEGON is the eighth largest insurance and Pension Company in the world, the second largest in the USA, with over 1,500 employees in the continental USA.
- ◆ Responsibilities included the management of AEGON's Information Technology department, which included the technical, operation and administrative areas. Also, responsible for AEGON's real estate management system which managed AEGON's one billion New-York real estate portfolio, with over 30 ends users. Provide Telecommunications and Technology Risk Management, which generated and enhanced operational efficiency and increased productivity. Negotiated telephone rates and leased lines (T1s and partial T1s for internet connectivity) with AT&T and Verizon.
- ◆ Negotiated service lease agreements with Lucent Technologies and Nortel for telecommunication equipment, including switches, voice mail system and telephones. Negotiated service lease agreements with Xerox and Canon for high-end network and multifunction printers/copiers/fax machines. Researched emerging technologies and made technology acquisition recommendations for Dell and Gateway computers and servers to senior management.
- ◆ Developed and administered processes and operations relating to infrastructure planning; including hardware requirements, connectivity maintenance between Internet/Intranet and LAN/WAN, firewall maintenance, site-monitoring procedures and security and technical-integrity issues.
- ◆ Provided input and recommended to management with regard to hardware feasibility and limitations, technical integrity, new technologies, connectivity requirements between Internet, intranet, LAN, WAN and other technical and administrative issues.
- ◆ Lead the initiative to convert from Novell network to a Microsoft network and the integration of the New York office into the global IT infrastructure of AEGON.
- ◆ Responsible for the daily operation of the technology infrastructure including all voice and data communications, networks data and business application systems.
- ◆ Scheduled, managed, operated and monitored the performance of computer platforms and networks for internal and remote users. Also, administrated the security and provide capacity planning for the New York IT infrastructure.
- ◆ Responsible for implementing processes, practices and techniques to secure AEGON's computing and environment.

15520 Softwood Court • Wellington • Florida • 33414  
[pins930@gmail.com](mailto:pins930@gmail.com)  
561-568-6492

01/20/2009 17:23 1561-333-9295

CARDINAL HEALTH

PAGE 02/05

Tuesday, January 20, 2009

Dear Village Council:

Please accept this cover letter and resume for the vacant position for Village Council Member.

I have been a resident of Wellington for the past seven years. I have truly enjoyed living here – and raising my children in this town.

I believe that my experience would make an excellent match for this position. For example, my education – Political Science and a minor in Cultural/Social Anthropology would compliment the Council. I have extensive knowledge of how Government systems work, and have excellent communication, public relations and negotiation skills. I am able to reach across party lines and listen to all people, their beliefs and concerns. I truly “listen” to people and their important issues. Being part of a government body is to work for the people whom you represent. You are their voices – their concerns – their future.

My husband was recently part of the Safety Council for the Village of Wellington – David Lefkowitz. He truly enjoyed being part of that Council. Unfortunately, he had to resign from that position due to workload.

This will be my first step “professionally” in politics – I plan to peruse this career further with securing a US Senate seat someday in my career.

In conclusion, thank you for your consideration and hope to be part of your team in the near future.

Respectfully,

Christine Giles-Lefkowitz  
561 866 4184  
561 798 9117  
Dal455@bellsouth.net

01/20/2009 17:23

1561-333-9295

CARDINAL HEALTH

PAGE 03/05

## **Christine Giles - Lefkowitz**

**1784 Primrose Lane • Wellington FL • 561-798-9117**

**Objective:** Marketing - Public Relations - Communications position.

**Education:** Graduated from Florida Atlantic University May 2000  
Received Bachelor of Arts Degree  
Achieved placement on The National Deans List  
Member of Phi Theta Kappa

**Areas of expertise:** Professional writing, public relations, media relations, marketing, events organization and communication skills. Strengths include organizational-management, sales, research skills, public speaking, attention to detail, enthusiasm, creativity and energy.

**Employment:**

**The Little Clinic: Marketing - Communications - Community Relations - Event Planning**  
**8/2008 - Current**

- Marketing of all services to local schools, chambers, doctors, and businesses.
- Responsible for all marketing activities planned and executed for the development and the implementation of promotions, ads, public relations, community relations and networking events.
- Preparation of marketing materials - organize and prepare for special events - set-up of events - marketing of the events.
- Increase patient load at clinics - includes brand awareness - sponsorship - and donations.
- Weekly communication with all the Nurse Practitioners to determine marketing and community needs.

**Anti-Defamation League: Assistant Project Director**

**Education - Marketing - Public Relations**  
**1/2007 - 2008**

- Marketing and promotion of educational programs. Exceeding all program goals.
- Agenda planning for educational workshops - Anti-Bias Diversity Workshops.
- Develop community relationships and network with educators to facilitate delivery of educational programs and collaborate on programming with partner agencies.

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CARDINAL HEALTH

PAGE 84/85

- Provide staff support to lay-led task forces and committees.
- Conduct one-on-one meetings and presentations to potential clients.
- Participate in fundraising events and other ADL activities - recruit volunteers.
- Provide assistance to other regional staff on anti-bias training programs.
- Conduct client outreach and needs assessments; develop proposals, tailor training to client needs and prepare and implement diversity education training programs for students, faculty, and school administrators.
- Identify and hire per diem trainers for assignments; order materials and supplies; observe training sessions and workshops to ensure success; and coordinate program evaluation process.
- Work with other regional operations staff to respond to discrimination complaints, anti-semitic incidents, and other civil rights issues.
- Compile programmatic and financial reports for funders - which included goals and statistical reports.
- Grant research, design and produce flyers for marketing programs and attend community outreach meetings.

**Barnes & Noble: Community Relations Manager  
Public Relations - Event Planning - Marketing  
2001- 2003**

- Developed and executed a results-oriented Community Relations Program for one of the largest Barnes & Noble in South Florida. Projected Sales - Ten Million yearly.
- Weekly Events - planning, organization, event scheduling, recorded budget expense. supervised employees in set-up and break-down of events.
- Promoted store growth increasing corporate and institutional sales by pursuing and building relationships with schools, libraries, community partners and corporations.
- Published monthly newsletter wrote press releases, press kits and approved donation requests.
- Participated in local community fund-raisers and helped raise funds for the organization.
- Acted as spokesperson for Barnes & Noble-communicated and established strong media relations.
- Implemented and created educational programs for local students and schools.
- Managed staff - 30 employees and volunteers.

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CARDINAL HEALTH

PAGE 05/05

**Heinrich Gordon Hargrove, Weihe & James, Law Office /Professional Association  
Legal Assistant  
1998 - 2000**

- Responsible for assisting attorneys and paralegals in legal research and writing.
- All aspects of litigation including, but not limited to, drafting correspondence and pleadings, calendaring, setting hearings and depositions, client correspondence, dictation, and file organization.

**The American Association of Medical Professionals - D.B.A. Parmedical Training Center  
Public Relations-Event Planning-Marketing  
1994 - 1998**

- Wrote press releases- contacted media, public relations and community relations.
- Published educational materials for educational classes and advertising.
- Marketed the programs to local medical professionals.
- Event planning, built relationships with local businesses, doctors, and medical community.

**Skills:**

Certified Teacher - 6-12 Social Science  
Fundraising  
Windows, MS Word, Excel, Outlook, Works, PowerPoint and Publisher.  
Excellent negotiation skills- creative planning and vision of events.  
Experience with educational systems and educational practices.  
Database management applications.  
Excellent research and writing skills.  
Public Speaking - communications - creative writing.

**Personal:**

Volunteer for Habitat of Humanity  
Volunteer for the Presidential 2004 election.  
Volunteer for students with disabilities at Florida Atlantic University.  
Internship for former professor obtaining seat for Florida legislature - Marketing - PR

*Law Offices of*  
**JOHN P. MARINELLI, LLC.**

1615 FORUM PLACE  
SUITE 500-B, BARRISTERS BUILDING  
WEST PALM BEACH, FLORIDA 33401-2382

01-20-09P01:53 RCVD



JOHN P. MARINELLI  
*Attorney at Law*

TELEPHONE (561) 683-7177

January 20, 2009

Clerk's Office  
Village of Wellington  
14000 Greenbriar Blvd.  
Wellington, FL 33414

Re: John P. Marinelli, Letter of Interest  
Vacant Seat, Wellington Village Council

Dear Council Members,

Please accept this letter as my application to fill the vacant council seat left by the resignation of former councilman Bob Margolis.

I satisfy the criteria of being a village resident with my wife and 3 children since 1988 and vote in Wellington. I am a practicing attorney in Palm Beach County since 1982 and at one point in time had an office in Wellington for a number of years, as well as an office in West Palm Beach.

For 7 years I sat on the Board of Directors of the Wellington Boys & Girls club in some pivotal years when they underwent expansion of their building and the extension of their lease with the Village. I also sat on the subcommittee of Intergovernmental and Transportation committee, when the village elected to annex the land east of State Road 441 and south of Forest Hill. I was also one of the founding members of the Western Communities Business Associates, Inc.

My 3 children all attended Wellington Elementary School, The Landings Middle School and Wellington Community High School.

I am well aware of Wellington's past with the sensitivity of the equestrian community and the growth Wellington has experienced in the past 21 years.

I am committed to the safety of our community, the enjoyment of our citizens and the growth that will be determined within the next year. I know I can bring fresh new ideas with the intent of preserving the quality of life we want and expect here in Wellington.

I have attached a resume for your perusal. I would appreciate your consideration in fulfilling this vacant seat.

Very truly yours,

  
JOHN P. MARINELLI, ESQ.  
JPM



01-26-19901:54 REV

JOHN P. MARINELLI  
1615 Forum Place, Suite 500-B  
Barristers Building  
West Palm Beach, Florida 33401  
(561) 683-7177

**PROFESSION:** ATTORNEY  
Admitted in the State of Florida 1982.

**ADMISSIONS:** 1982, State of Florida  
1984, U.S. District Court (So. Dist. of Fla.)  
1987, U.S. District Court (Trial Bar)  
1991, U.S. Court of Appeals (11th Circuit)

**EDUCATION:**  
LAW SCHOOL Thomas M. Cooley Law School, Lansing, MI.  
Degree: J.D. January 1982

**Honors and Activities:** Alumni Distinguished Student Award 1982  
ABA/LSD 6th Circuit Lt. Governor 1981-82  
ABA/LSD School President 1980-81  
Student Bar Association 1979-82  
Michigan Trial Lawyers Association  
Delta Theta Phi Law Fraternity

**UNDERGRADUATE** State University of New York at Buffalo  
B.S. Business/Management, May 1976.

**Honors and Activities:** Numerous Student Representative positions for the SUNY of Buffalo Management Dept.

**EXPERIENCE**  
1985-Present Law Offices of John P. Marinelli, P.A.  
Attorney West Palm Beach, Florida

General practice. Experienced litigator in all cases, Circuit and County Courts including commercial, personal injury, divorce, DUI, and Criminal Defense. Also experienced in corporations, real estate and Wills & Trust

4/84-8/85 Cohen, Scherer & Cohn, P.A.  
Attorney North Palm Beach, Florida

Represented lending institutions in preparation and closing of business transactions and loans, collections, civil and criminal litigation

01-20-19901:54

|                               |  |
|-------------------------------|--|
| 10/83-4/84<br>Attorney        | Law Offices of Fetterman & Associates<br>North Palm Beach, Florida<br><br>Personal Injury Litigation   |
| 3/82-10/83<br>Attorney        | Law Offices of Brian C. Powers,<br>West Palm Beach, FL.<br><br>Insurance litigation firm with emphasis<br>on arson, fraud and contract defense.<br>Also experienced in insurance<br>subrogation, real estate transaction,<br>corporate law, estate planning and<br>criminal cases. |
| 4/81-1/82<br>Student Attorney | Sixty Plus Legal Aid Clinic, Lansing, MI.<br>Represented qualified individuals in<br>probate, district and circuit courts in<br>Michigan as well as before administrative<br>tribunals pursuant to Michigan Court Rule<br>621.   |
| 12/79-5/80                    | Michigan House of Representatives,<br>Lansing, MI.   |
| Representative's Aid          | Researched and drafted proposed<br>legislation for the State of Michigan,<br>State Affairs Committee.  |
| NON LEGAL 1977-79             | Buffalo Courier Express, Buffalo, N.Y.<br>Display Advertising Account  |
| Representative                |  |
| 1976-77                       | Airkem of Western New York, Buffalo, N.Y.<br>Marketing Representative  |
| 1972-76                       | Boss Linco Lines, Buffalo, N.Y.<br>Dock worker   |
| 1970-72                       | Tops Market, Buffalo, N.Y.   |
| PERSONAL:                     | Marital Status: Married, 3 children<br>Birthdate: August 18, 1954<br>Birth Place: Buffalo, New York<br>Height: 5'9"<br>Weight: 185 lbs.  |
| REFERENCES:                   | Furnished upon request.  |

**LISA MCDERMOTT PEREZ, LMHC**  
1035 State Road 7, Suite 315  
Wellington, FL 33414

January 19, 2009

Awila Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar  
Boulevard  
Wellington, Florida 33414

RE: Letter of Interest

Dear Ms. Rodriguez,

This letter serves to advise your office that I am interested in a position on the Village Council. I have watched Wellington's growth since the early 1980's and am excited by its future possibilities. I am interested in being part of planning the future and request your consideration in this matter.

On a personal note, my family has lived in Wellington since its inception. I moved back to Wellington in 1997 and have raised my three children in this community. I have utilized all that Wellington has to offer and am proud to call this my home. My husband and I currently reside in Paddock Park I.. I hold a Master's in Counseling Psychology and practice as a Licensed Mental Health Counselor. My offices are located in the Wellington Reserve.

I have served on a number of charitable boards and have had a great deal of experience in dealing with County and City Governments on numerous issues. I have never held any political office, my sole purpose in serving the Village is for the betterment of the community and its residents.

Thank you in advance for your consideration.

Sincerely,

Lisa McDermott Perez

*RM Wallace*

01-20-09A09:14 RMD

Dear Ms. Rodriguez,

After reading in the Town Crier that the Village of Wellington has a vacancy for Council, I am interested in becoming a candidate. Even though I don't have a background in politics, I do know what this Village needs. I have lived in Wellington since 1988 and I am a registered voter.

I am a Special Education Teacher who has taught for ten years and before that I was a Para-Professional for ten years. My love is teaching Pre-K Autistic children.  
Please give me a chance to be on your council.  
I will be waiting to hear from you.

Yours Truly,

*Linda Polish*  
Linda Polish

**Linda Polish**  
14515 Rolling Rock Place  
Wellington, Florida 33414  
(561) 389-1529  
(561) 790-3681

*RM Wallace*  
01-20-09A09:15 RCVD

**Objective**

Elementary Teacher

**Qualifications**

Experienced caring teacher certified in ESE and Pre-k/Primary  
ESOL Endorsed

**Education**

Master of Science Degree (2002-2006)  
Nova Southeastern University      Pre-kindergarten/Primary  
Bachelor of Arts (1997)  
Nova Southeastern University      Varying Exceptionalities K-12 grades  
West Palm Beach, Florida  
Palm Beach Community College (1994)  
West Palm Beach, Florida  
Cuyahoga Community College      Early Childhood Education  
Associates of Science (1984)  
Cleveland, Ohio

**Relevant Experience**

Royal Palm School (Varying Exceptionalities and Autistic Pre-K), Lantana, Florida (2003-Present)  
Palm Beach County Head Start (Resource Teacher Pre-K), West Palm Beach, Florida  
(2001-2003)  
Royal Palm School (Profound Pre-K), Lantana, Florida (1998-2001)  
New Horizons Elementary School (Specific Learning Disabilities), Wellington, Florida (1998)  
Sandpiper Shores Elementary School (Specific Learning Disabilities), Boca Raton, Florida (1998)  
Pioneer Park Elementary School (Profound Mentally Handicapped Middle School Students),  
Belle Glade, Florida (1997-1998)  
Loxahatchee Groves Elementary School (Pre-K Internship), Loxahatchee, Florida (1996)

**Para-Professional**

|   |                                      |
|---|--------------------------------------|
| Greenacres Elementary School                  | Greenacres, Florida (1995-1997)      |
| Clifford O. Taylor/Kirklane Elementary School | Palm Springs, Florida (1992-1995)    |
| New Horizons Elementary School                | Wellington, Florida (1988-1992)      |
| Jewish Community Day School                   | West Palm Beach, Florida (1985-1986) |

|   |                                 |
|---|---------------------------------|
| Creative Learning Experience (Pre-K Teacher)        | Lake Worth, Florida (1986-1987) |
| Faith Church Nursery School (Pre-K Internship)      | Cleveland, Ohio (1983-1984)     |
| Millridge Hearing Impaired School (Pre-K Volunteer) | Cleveland, Ohio (1980)          |

**Special Projects**

Royal Palm School Participated in writing up a curriculum for elementary, middle, and high school students (2005)  
Participated in the Safety Committee and worked on the Red Ribbon Week (2004-2005)

**Awilda Rodriguez**

---

**From:** Michael Posner [mjposner@warddamon.com]  
**Sent:** Friday, January 16, 2009 10:03 AM  
**To:** Awilda Rodriguez  
**Subject:** RE: Council Vacancy  
**Attachments:** village council letter.pdf; REQUEST FOR CONSIDERATION 2009.pdf; posner cv.pdf

Attached please find my application, a cover letter and my resume. If you need these faxed or mailed please also advise

Thanks

Michael J Posner, Esq.  
Ward, Damon & Posner, P.A.  
4420 Beacon Circle  
West Palm Beach, Florida 33407

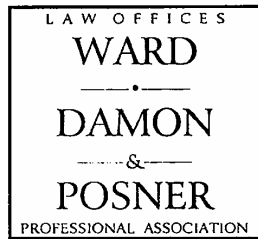
561.842.3000  
561.842.3626

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1/16/2009



4420 BEACON CIRCLE  
WEST PALM BEACH, FL 33407  
Tel: (561) 842-3000  
Fax: (561) 842-3626  
[www.warddamon.com](http://www.warddamon.com)



*Michael J Posner, Esquire  
Board Certified Real Estate Attorney  
[mjposner@warddamon.com](mailto:mjposner@warddamon.com)*

January 16, 2009

*via-email*

Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

Re: Council Position

Dear Council Members:

Attached please find my Request for Consideration and my Curriculum Vitae for consideration. I believe that I am an ideal candidate to fill this position because of my 23 years experience as a practicing Real Estate Attorney in Florida as well as my dedication to the Wellington Community.

I moved to Wellington nine years ago and immediately volunteered for a committee position. After serving for several years, I then became a Special Magistrate for Wellington. In that position I have met with many residents and understand both the Village's concerns as well as the needs of the residential and commercial communities. I was also active for many years in our local Boy Scout Troop until my son left Boy Scouts.

I also serve on the Lakefield West Homeowners Association Board of Directors, and my experience representing Associations will be something unique that I will bring to council, especially in light of the fact that a large portion of the community is Association based.

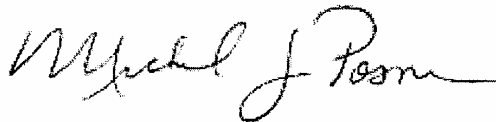
If selected for council, one of my projects will be to create a Village/Association roundtable, wherein a council representative and the Presidents of local Associations will meet at least quarterly to discuss issues. I will also seek to improve the rental issues arising in our community by coordinating with Realtors our rental permit program. My

Village of Wellington  
January 16, 2009  
Page 2 of 2

background will also be useful in dealing with land use issues, and the numerous foreclosures in our community.

Thank you for your consideration, and if you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Posner". The signature is fluid and cursive, with the first name "Michael" and last name "Posner" clearly distinguishable.

Michael J Posner  
For the firm

MJP/cz



REQUEST FOR CONSIDERATION

VILLAGE COUNCIL - VILLAGE OF WELLINGTON

Thank you for your interest in serving on the Village Council of the Village of Wellington and for taking the time to complete the form below. Please print or type all answers clearly.

Deadline for submission: January 20, 2009

1. NAME: Michael J Posner

2. ADDRESS:

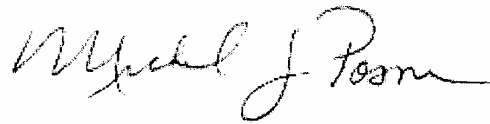
Home: 1721 Corsica Drive, Wellington, Florida 33407 (Lakefield West)  
Office: 4420 Beacon Circle, West Palm Beach, Florida 33407

3. TELEPHONE: Home: 561.753.3083  
Office: 561.842.3000  
Cell: 561.632.0462

4. RESIDENCY: I affirm that I am a resident of Wellington, Florida.

5. QUALIFIED ELECTOR: I affirm that I am a registered voter in the State of Florida.

6. RESUME/OTHER BACKGROUND INFORMATION:  
Attached: yes [☒] no [☐]



January 16, 2009

Date of Submission

\_\_\_\_\_  
Signature of Applicant

Please return this completed form with all attachments to:

Awilda Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, FL 33414  
Direct Fax: 561-793-1295

**MICHAEL J POSNER  
CURRICULUM VITAE**

4420 Beacon Circle, West Palm Beach, Florida 33407  
Phone 561.842.3000 • Fax 561.842.3626 • Cell 561.632.0462

**LEGAL EXPERIENCE:** *Ward, Damon & Posner, P.A.:* 1989 - Present. Residential and commercial real estate transactions; construction loan transactions; real estate litigation; title insurance matters; business/corporate law; intellectual property law; health care law and management; probate and estate planning; homeowners/condominium association representation.

*American Title Insurance Company:* 1988 - 1989. Senior Claims Counsel for national title insurance company. Evaluated claims; supervised and coordinated litigation counsel; legal research; resolved land disputes; negotiated settlements and developed and implemented strategies to resolve title claims.

**LEGAL  
AFFILIATIONS:**

Florida Bar Association  
Member, Florida Real Property, Trust and Probate Section  
Member, Palm Beach County Real Estate Council  
Village of Wellington Special Magistrate 2005 - Present  
U.S. Housing & Urban Development Foreclosure Commissioner  
2000 - Present  
Palm Beach County Value Adjustment Board Special Magistrate  
2000 - Present  
Vice-Chair, Village of Wellington Code Enforcement Board  
2002 - 2004  
National Business Institute Advisory Panel 2004 -

**LEGAL HONORS:**

Super Lawyers, Corporate Counsel May 2009  
2006-2008 Florida Super Lawyers  
AV Peer Review Rating Martindale-Hubbell  
*Florida Bar Board Certified Real Estate Lawyer*  
State of Florida Certified Instructor of Insurance Education  
*Who's Who Worldwide* - 1994-95 Edition  
*Who's Who in American Law* - 1992/93 Edition  
*Who's Who of Rising Young Americans* - 1992/93 Edition  
*Who's Who in Practicing Attorneys* - 1989/90 Edition

**LEGAL  
PUBLICATIONS:**

*Understanding Gift Tax*, Affluent December 2006  
*Understanding Mortgage Financing Alternatives* Affluent January 2006  
*Deferring gains with timely "1031" tax free exchanges*  
Affluent December 2005  
*Using your investment retirement accounts to acquire investment Real Property*  
Affluent, November 2005

*Michael J Posner—Curriculum Vitae*  
*Page 2*

**LEGAL**  
**PUBLICATIONS:**  
*cont.*

Author/consultant to *Landlord Tenant – Florida* 2006  
 Author/Lecturer *Application of Corrective Tools to Obtain Marketable Title*  
 2008 National Business Institute  
 Lecturer, *Title Teasers*  
 2008 Attorney's Title Insurance Fund Annual Seminar  
 Author/Lecturer, *Real Estate Financing Updates – Bridge Loans, Loan Syndications, Private Equity*  
 2007 University of Miami Ralph Boyer Institute  
 Author/Lecturer, *Understanding Title Insurance and Recognizing Defects*  
 2007 National Business Institute  
 Author/Lecturer, *Resolving Real Estate Title Defects*  
 2007 National Business Institute  
 Author/Lecturer, *In-Depth Title Insurance Principles*  
 2007 National Business Institute  
 Lecturer, *Title Insurance & Curing Title Problems*  
 2007 National Business Institute  
 Lecturer, *Troubleshooting Title and Title Insurance Problems*  
 2006 National Business Institute  
 Author/Lecturer *Successful Commercial Real Estate Financing Techniques*  
 2006 National Business Institute  
 Author/Lecturer *Troubleshooting Title and Title Insurance Problems*  
 2006 National Business Institute  
 Author/Lecturer *Successful Commercial Real Estate Financing Techniques*,  
 2006 National Business Institute  
 Author/Lecturer *Title Insurance - A Comprehensive Look into the World of Title Insurance Today*  
 2005 National Business Institute  
 Author/Lecturer *The Paralegal's Role in the Real Estate Transaction*  
 2004 National Business Institute  
 Author/Lecturer *Taking the mystery out of Florida Title Examination: A Paralegal's Guide*  
 2004 International Paralegal Institute  
 Author/Lecturer *Drafting and Negotiating Commercial Leases*  
 2004 National Business Institute  
 Author/Lecturer *Mastering Real Estate Titles & Title Insurance*  
 2002 National Business Institute  
 Author/Lecturer *Florida Real Estate Title & Title Insurance*  
 2002 HalfMoon LLC  
 Author/Lecturer *Negotiating Commercial Leases*  
 2001 American Corporate Counsel Institute  
 Author/Lecturer *Florida Real Estate Title*  
 2001 HalfMoon LLC

*Michael J Posner—Curriculum Vitae*  
Page 3

Author/Lecturer *E-Discovery, Advanced Discovery Issues* -  
2001 Lorman Educational Services  
Author/Lecturer, *Procuring and insuring free and clear title*  
2000 National Business Institute  
Author/Lecturer, *Keys to Success in a Real Estate Transaction*  
2000, National Business Institute  
Author/Lecturer, *Florida Real Estate Title Law*  
1999 National Business Institute  
Author/Lecturer, *Roads and Access Law in Florida*  
1998 National Business Institute  
Author/Lecturer, *Procuring and insuring free and clear title*,  
1997 National Business Institute  
Author/Lecturer, *Title insurance policies and commitments*,  
1996 National Business Institute  
Lecturer, North Palm Beach Association of Realtors  
1992 *Florida Bar Contract Preparation*  
1993 *Approved Realtor Lease Forms*  
New Member Orientation Lecturer, *Florida Bar Contract*  
Co-Author *La Ley Reguladora del Gravamen Legal a Favor del Contratista*  
February 1988 Proyecto

**REPORTED  
DECISIONS:**

*Rich v. Fisher*, 655 So. 2d 1149 (4<sup>th</sup> DCA 1995); *Kehle v. Modansky*,  
696 So. 2d 493 (4<sup>th</sup> DCA 1997); *Florida Public v. Miami Beach* (321 F.  
3d 1046) (11<sup>th</sup> Circuit 2003); *Mesa v. Washington Mutual Bank* 870 So.  
2d 966 (4<sup>th</sup> DCA 2004); *Westport Recovery v. Salvatore* 891 So. 2d 1156  
(4<sup>th</sup> DCA 2005); *Day v. Nova* 916 So. 2d 903 (4<sup>th</sup> DCA 2005)

**EDUCATION:**

University of Florida College of Law, Juris Doctorate with Honors  
awarded May, 1985. Class Rank: Top 20%

University of Florida College of Arts & Sciences, B.A. awarded  
May, 1982.

11-20-09 10:54 AM RCD

January 20, 2009

Awilda Rodriguez, Village Clerk  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

RE: Letter of Interest  
Vacant Council Position

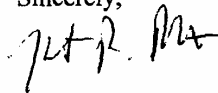
Dear Ms. Rodriguez,

Please be advised that I hereby offer myself as a candidate for the Village of Wellington's vacant Council position.

As evidenced by my enclosed resume, I have been in public service my entire professional career. I am currently employed by Northern Palm Beach County Improvement District as the Director of Operations; I am a past employee of the State of Florida, Division of Forestry and of the Village of Wellington. I feel with my experience, that I have much to offer the Council and the public.

As a resident of Wellington, I am a qualified candidate for the position. Thank you for your consideration.

Sincerely,



Kennith Roundtree  
13428 Georgian Court  
Wellington, FL 33414

**Kennith R. Roundtree**  
**13428 Georgian Court**  
**Wellington, Florida 33414**  
**(561) 795-6467**

01-20-09P12:54 RCD

**Education:**

West Virginia University, Morgantown, West Virginia  
B.S.F. Forest Resource Management, Cum Laude, December 1984

Palm Beach Junior College, Lake Worth, Florida  
A.A. Biology, May 1981

**Employment Experience:**

**6/04 to Present: Northern Palm Beach County Improvement District, Palm Beach Gardens, Florida**

**Director of Operations**

**Responsibilities:**

- Direct all Maintenance Activities of District, Including Canal, Road, Landscape and Building Issues
- Oversees Districts Permitting Program
- Oversees District's Safety Program
- Directs 7 staff members
- Prepares and administers Department's budget
- Oversees District's Emergency Plan

**1/92 to 6/04: Acme Improvement District/Village of Wellington, Wellington, Public Works Director**

**Responsibilities:**

- Administrator of Village water ways
  - 100 + miles of canals
  - 230 + acres of lakes
- Administrator of Village roads
  - 175 + miles of roads
- Administrator of Vehicle and Building Maintenance
- Oversees Village's surface water management plan
- Prepares and administers department's budget
- Oversees Village's emergency management plan
- Reviews land development projects
- Oversees capital projects, grants and contracts in department

01-20-09P12:54 RCVJ

- Assists in coordination of Village's personnel safety training
- Staff liaison to Village Tree Board
- Staff liaison to Village Equestrian Preserve Committee
- Oversees Village's Best Management Plan (BMP) Program
- Director of 60+ personnel

10/87 to 1/92:

**Parks Supervisor/Director**

**Responsibilities:**

- Planned and supervised the development of over 60 acres of neighborhood parks and 30 acres of sports fields
- Planned and supervised installation of District's landscaping projects
- Supervised the maintenance of all parks and landscaping in the District
- Met with general public on a routine basis and answered questions and requests for information pertaining to the District's public lands
- Developed and administered landscaping budgets and park budgets
- Developed and administered contracts related to landscaping and parks
- Participated in environmental education programs
- Served as liaison for Parks Citizen Advisory Committee
- Assisted in surface water control

11/85 to 10/87

**State of Florida- Division of Forestry, West Palm Beach, Florida  
Palm Beach County Forester**

**Responsibilities:**

- Advised tree owners of disease and insect problems
- Recommended species of trees to be planted
- Developed and conducted environmental education programs
- Wrote management plans for landowners
- Prepared tree protection and landscape ordinances
- Conducted tree canopy and street tree surveys
- Assisted in fire prevention and control

1/85 to 11/85

**State of Florida- Division of Forestry, Loxahatchee, Florida  
Forest Ranger**

**Responsibilities:**

- Suppressed and fought wildfires
- Assisted landowners with control burns
- Participated in fire prevention and environmental education programs
- Assisted County Forester upon request

**Personal:**

01-20-09P12:54 RCVD

Eagle Scout  
Florida Class "D" Drivers License  
Dale Carnegie Graduate  
Member American Public Works Association  
Past Chairman and Member of Royal Palm Beach Recreation Advisory Committee  
President Georgian Courts HOA- 2005 to present  
Member Executive Board of Safety Council of the Palm Beaches  
Village of Wellington Tree Board Chairman  
Member Florida Association of Special Districts (Pending Certified District Manager)

**References:**

Available on request.



**From:** Wismick St.Jean [mailto:wismick@msn.com]  
**Sent:** Monday, January 12, 2009 4:56 PM  
**To:** Paul Schofield  
**Cc:** wismick@msn.com  
**Subject:** City Council position

Paul,I called to actually speak with you but your assistant Linda informed you were in a meeting; please see attached my resume and intent letter to be considered for the City Council position which became vacant on January 5, 2009. If you have any questions, please don't hesitate to contact me at the number listed below.

Thank you,

Wismick St. Jean  
CENTURY 21 Skyline Realty, Inc.  
9100 Belvedere Rd suite 106A  
Royal Palm Beach, FL 33411  
Phone: (561) 656-1111  
Fax: (561) 656-1444

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**WISMICK SAINT-JEAN  
1224 Jackpine Street  
Wellington, FL 33414**

January 11, 2009

Wellington Village Council members  
C/o Paul Schofield  
Wellington Community Center  
12165 West Forest Hill Boulevard  
Wellington, Florida

Dear Village of Wellington Council members:

I, Wismick Saint-Jean, hereby file this, my letter of intent, to be considered for the position of Wellington Village Council Member which became vacant January 5, 2009.

As a young hard working businessman, community volunteer and family person who started out with a humble beginning, I am certain that a different and positive perspective can be brought to the Council on behalf of the citizens of Wellington from my energy.

I believe I can bring new meaning and fresh ideas to the Village. I have a complete understanding of "community" and have been successful in advocating for improvements and change to our community so that we can leave a better community to our children.

If given an opportunity to serve on the Village Council, I will bring the same dedication of hard work and a sense of moral commitment to my objective decisions.

Sincerely Yours,

Wismick Saint-Jean

1224JACKPINE  
STREET  
WELLINGTON,  
FLORIDA 33414

Phone (561) 253-4533  
Fax (561) 656-1444  
E-mail  
WISMICK@MSN.COM

## WISMICK SAINT JEAN

---

|                                  |  |
|----------------------------------|--|
| <b>Objective</b>                 | Seeking City Council Appointment with the Village of Wellington.   |
| <b>Summary of qualifications</b> | My overall 10 years of business background provides me with the necessary experience and characteristic traits that can be beneficial to our local municipality. I have a keen sense of future Growth and development within our village and indeed the bordering cities.  |
| <b>Professional experience</b>   | <b>Owner</b><br>Skyline Real Estate, Inc. – September 1997 to present<br>Skyline Mortgage, Inc. – September 2003 to present<br>Skyline Insurance, Inc. – September 2008<br>Ran for public office- North Palm Beach Improvement District -2008  |
| <b>Education</b>                 | High School Diploma<br>Glades Central High School, 1993<br>Belle Glade, Florida<br>Bachelor of Science Degree<br>Organizational Management & Pre-Law<br>Palm Beach Atlantic College, 1993-97<br>West Palm Beach, Florida   |
| <b>MEMBERSHIPS</b>               | 2008--Realtor association of the Palm Beaches Government Affairs Committee member.<br>2008- Christ Fellowship<br>2006 -NRCC Business Advisory Council- Businessman of the year<br>2008- Broker Agent Magazine – Broker Agent of the Month<br>2006- Manchester Who's Who Registry of Executives<br>2006- Student foundation Association, advisory board member<br>2006 (REC) Republican Executive Committee of the Palm beaches committeeman<br>2003- Palm West Chamber of commerce<br>1998- National Association Board of Realtors (NAR) |
| <b>VOLUNTEER</b>                 | Police Athletique League<br>Philadelphia Church of the Nazarene (Chairman of the Finance Committee)  |
| <b>FAMILY</b>                    | Wife: Marie Arlette<br>Children: Daughter - Arletha, Son – Wismick, Jr.  |
| <b>REFERENCES</b>                | Will be provided upon request  |

**From:** Timothy Shields [mailto:info@timothyshields.com]  
**Sent:** Tuesday, December 16, 2008 1:23 PM  
**To:** Paul Schofield  
**Subject:** Appointment to Village Council

Mr. Schofield,

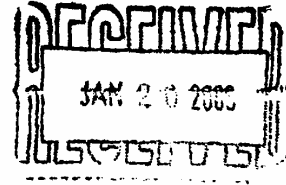
Please accept this email as an indication of my interest in being considered for appointment to the Village Council. As the process moves forward, please let me know of the procedure and time line for consideration.

My desire to serve on the Council is consistent with my community services activities in the Village since I moved here with my family in 2001. I regularly attend Council and committee meetings. I am an active member of the Parks and Recreation Advisory Board. I'm active in my children's school, Bink's Forest Elementary. I have served as a leader for the Cub Scouts and T-Ball. My family adopted a street for litter pick-up in the Village and are now on our 3rd year of service.

I look forward to the process and hope to be of service to the residents of Wellington.

Sincerely,

Timothy Shields



JANUARY 19, 2009

01-20-09A03:58 RCVD

MY NAME IS GLENNA SHORTRIDGE I HAVE BEEN A RESIDENT OF WELLINGTON SINCE 1989. I LOVE OUR COMMUNITY AND I AM SENDING THIS LETTER OF INTEREST FOR THE OPEN POSITION ON THE VILLAGE TOWN COUNCIL.

I OWN MY HOME LOCATED AT 11511 ANHINGA DRIVE IN THE EASTWOOD SUBDIVISION. MY HOME WAS PURCHASED AS A FIXER UPPER AND HAS GONE FROM A (D) RATED HOME TO AN (A) RATED HOME. DURING THE PAST TWENTY YEARS I HAVE GATHERED A TREMENDOUS AMOUNT OF HANDS ON EXPERIENCE REGARDING BUILDING, RENOVATION, CODES, PERMITS ETC.

I WORK AS A RESPIRATORY THERAPIST FOR MEDICAL SPECIALIST OF THE PALM BEACHES AND HAVE BEEN EMPLOYED BY THE PULMONARY OFFICE FOR ELEVEN YEARS. I WORKED AT PALMS WEST HOSPITAL FOR SEVEN YEARS BEFORE WORKING FOR THE DOCTORS. I TRULY ENJOY WORKING WITH SENIOR CITIZENS AND CONSIDER MYSELF VERY AWARE OF THEIR DAILY CHALLENGES.

I WENT TO COLLEGE IN VIRGINIA WHERE I RECEIVED MY A.S. IN EDUCATION AND CERTIFICATE IN RESPIRATORY CARE. I COMPLETED MY CERTIFICATION EXAM IN THE LATE SEVENTIES, MY REGISTRY EXAM IN THE EIGHTIES, CERTIFICATION AND REGISTRY EXAMS IN THE NINETIES FOR SPECIALTY TESTING.

I TRULY FEEL MY LIFE EXPERIENCE, COMMUNITY SERVICE AND HARD WORK WILL BE A GREAT ASSET TO THE VILLAGE OF WELLINGTON TOWN COUNCIL. IF YOU ARE INTERESTED CONTACT ME AT MY HOME ADDRESS OR BY PHONE AT 795-2931 OR CELL PHONE 561-236-6461.

SINCERELY,

GLENNA SHORTRIDGE

RECEIVED  
JAN 02 2009

2628 Yarmouth Dr.  
Wellington, Florida 33414  
December 22, 2008

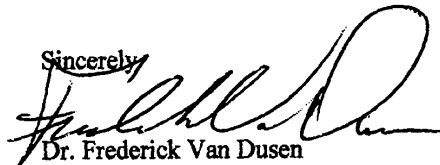
Village Council  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, FL 33414

To Whom it May Concern:

Please consider this as my request for consideration as a candidate for the council seat being vacated by Councilmen Robert Margolis.

My family and I have been residents of Wellington for 22 years. I was a founding member and served on the Public Safety Committee for the past 20 years. I feel my experience and dedication to Wellington speak for themselves. I have no political aspirations beyond serving on the Village Council and promise total focus on the present and future needs of our community.

Sincerely,



Dr. Frederick Van Dusen

|   |  |          |    |
|---|--|----------|----|
| DISTRIBUTED TO ALL APPLICABLE PERSONS ON: 1/16/09 |  |          |    |
| COUNCIL   |  | MANAGER  |    |
| CLERK   |  | ATTORNEY |    |
| ADDRESSED TO ALL COUNCIL                          |  | STAFF    | SR |
| ADDRESSED TO                                      |  |          |    |
| LOG NO:   |  |          |    |

January 15, 2009

Mr. Paul Schofield, Village Manager  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

Dear Paul,

As you know, I recently submitted my name for reappointment to the Village Council. As stated in my email of January 12, 2009, I felt at the time that it was my duty and responsibility to the many residents who supported me that I submit a request for reappointment to Council.

I have since learned that many qualified individuals have submitted their applications to be considered for appointment by the Village Council. That being said, I would like to rescind my application for re-appointment. I know that the Council will make a wise and thoughtful choice in appointing a new member of Council to the vacant seat.

It has been my pleasure to serve the residents of Wellington, and I wish the Council every success in moving forward through the appointment process.

Sincerely,

  
Robert Margolis

cc: Wellington Village Council

**From:** lsm00@aol.com [mailto:lsm00@aol.com]  
**Sent:** Monday, January 12, 2009 8:41 PM  
**To:** Paul Schofield; Matt Willhite; Lizbeth Benacquisto; Dr. Carmine Priore; Darell Bowen; Jeffrey S. Kurtz; Kathy Tatgenhorst  
**Subject:** Reappointment

To Paul Schofield and the Council,

It has come to my attention that the Council will be seeking to appoint only those residents that have sent letters to the Village asking to be appointed to the Village Council. Based upon the Town Crier article, as well as the multiple requests from residents that I seek reappointment, and the events that have transpired today at the Agenda review meeting, I am placing my name for reappointment along with those who have already applied. While I have publicly stated that I was not seeking reappointment, I feel it is my duty and responsibility to the residents of Wellington who have placed their trust and faith in me that I send in this request. Please copy all Council members as well as senior staff of my intentions. Please call to confirm that you have received this letter of intent.

Thank You  
Bob Margolis

---

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January 15, 2009

Mr. Paul Schofield, Village Manager  
Village of Wellington  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

Dear Paul,

As you know, I recently submitted my name for reappointment to the Village Council. As stated in my email of January 12, 2009, I felt at the time that it was my duty and responsibility to the many residents who supported me that I submit a request for reappointment to Council.

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It has been my pleasure to serve the residents of Wellington, and I wish the Council every success in moving forward through the appointment process.

Sincerely,

  
Robert Margolis

cc: Wellington Village Council

8. F

**WELLINGTON VILLAGE COUNCIL  
AGENDA ITEM SUMMARY**

**AGENDA ITEM NAME:** Palm Beach Community College Status Update

**ACTION REQUESTED:** Discussion ☒ Approval ☐

**BUDGET AMENDMENT  
REQUIRED:** Yes ☐ No ☒ See Below ☐

**PUBLIC HEARING:** Yes ☐ No ☒

**FIRST READING** ☐

**SECOND READING** ☐

**REQUEST:** Update for Council discussion of the status of the Palm Beach Community College (PBCC) project and direction from Council to obtain current real property appraisal for the K-Park property.

**EXPLANATION:**

1. Status report on PBCC proposal.
2. Appraisal  
Staff recommends that consistent with our policy, only one appraisal and a review appraisal will be required for the evaluation of the K-Park property. Staff believes this process will provide an adequate appraisal of the property value and provide the necessary information requested by Council and staff.

**FISCAL IMPACT:** Fiscal impact is expected to be less than \$15,000 for appraisal and review appraisal.

**RECOMMENDATION:** Staff recommends approval of the procurement of one appraisal and a review appraisal of the K-Park property.